

**Maryland Military Department  
Regulation 420-1**

**Installations**

**Facility Operations and  
Maintenance**

Military Department  
Fifth Regiment Armory  
Baltimore, MD  
10 JUL 2015

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**Facility Operations and Maintenance**

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**History.** This regulation  
supersedes Maryland  
Military Department  
Regulation 5-4, dated 01  
July 2002

**Summary.** This  
regulation prescribes the  
policies and provides  
guidance and

instructions related to  
the duties,  
responsibilities and  
authorities for the care  
and use of real and  
personal property under  
the control and  
jurisdiction of the Military  
Department.

**Applicability.** This  
SOP applies to the  
Maryland Army/Air  
National Guard,  
Maryland Defense  
Force, and Maryland  
Emergency  
Management Agency.

**Suggested  
improvements.** Users  
are invited to send  
comments and  
suggested  
improvements to The  
Director of Facilities,  
29<sup>th</sup> Division Street,  
Baltimore, MD 21201-  
2288

**Distribution.** This  
Regulation is available  
in various media and is  
intended for the  
Maryland Military  
Department and  
subordinate elements.

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## Chapter 1 Introduction

### 1-1. Purpose

This regulation prescribes the policies and provides guidance and instructions related to the duties, responsibilities and authorities for the care and use of real and personal property under the control and jurisdiction of the Military Department.

### 1-2. Definitions

a. **Readiness Center/RC.** *Synonymous with Armory but a more current and formal term. Both Readiness Center and Armory are used throughout this publication and should be considered the same.* A structure or group of structures constructed or otherwise acquired by the State for the specific purpose of providing housing, administration, and training (to include storage of unit arms and equipment) of one or more units of the Maryland Army National Guard, Maryland Defense Force, and Maryland Honor Guard. An RC includes specialized facilities, e.g., kitchen/dining area, above ground storage tanks, classrooms, supply rooms, arms vault, vehicle and equipment maintenance facility, etc.

b. **Facility.** A structure or group of structures or otherwise improvement used for a specialized purpose related to the administration, training or logistical support of the Maryland National Guard, e.g., Army Aviation Support Facility, Combined Support Maintenance Shops, Field Maintenance Shops, Warehouses, Vehicle/Equipment Storage Facilities, and Weekend Training Sites.

c. **Installation/Reservation.** Any interest in land including the improvements located thereon. An installation/reservation is a parcel of land, usually contiguous, upon which a RC and/or other specialized facilities are located. There are eight (8) areas which have been designated as reservations: Pikesville Military Reservation, Lauderick Creek Military Reservation, Gunpowder Military Reservation, Havre de Grace Military Reservation, Olney Military Reservation, BG Thomas B. Baker Training Site, Camp Fretterd Military Reservation, and the Edgewood Enclave.

d. **Reservation Commander/RCDR.** A military individual appointed by the Chain of Command who in turn appoints the Facility Manager, provides command supervision, and oversees the general operations, maintenance, and use of a RC. This individual is the senior military member, of the senior level headquarters, stationed at a RC or reservation. In situations where a state employee is a Reservation Manager and manages a reservation on a day-to-day basis, the Reservation Commander provides general guidance to the Reservation Manager.

e. **Facility Manager.** *Synonymous with Readiness Center Manager/RCM but a more current and formal term. Both Facility Manager and Readiness Center Manager are used throughout this publication and should be considered the same.* A fulltime Military Department employee, representing the senior commander of an armory appointed by the Chain of Command, or, a state employee by virtue of their position description, who manage the day-to-day care and maintenance of a RC. Normally, this will be the senior-full-time employee, of the senior command, assigned to a RC. The Facility Manager will also normally be designated as the Custodian of the Armory Funds and Custodian of State, Real and/or Personal Property.

f. **Installation/Reservation Manager.** An individual employed by the Director of Installations, who by position description manages the day-to-day operations, maintenance, and security of an installation/reservation, supervises installation/reservation maintenance and security personnel, and manages all activities conducted on an installation or reservation.

g. **Military Department Facility Board.** *Synonymous with Armory Board but a more current and formal term. Both Facility Board and Armory Board are used throughout this publication and should be considered the same.* A Board appointed by The Adjutant General that will make recommendations to The Adjutant General on all matters relating to the care and use of all Facilities and facilities. This will include any proposed modifications or alterations to existing structures exceeding \$500.00 dollars. The Military Department Facility Board shall consist of the Maryland Army National Guard Chief of Staff (Chairperson), Construction and Facilities Management Officer, Director of Finance and Administration, and State Facilities Manager (Recorder), Maryland Army National Guard Directors, and Maryland Army National Guard Major Subordinate Command Senior Supervisors.

### **1-3. Responsibilities**

#### **a. The Adjutant General.**

(1) Shall have overall responsibility for the care, maintenance, security and use of all Maryland National Guard Readiness Centers, facilities, installations, and reservations.

(2) Shall appoint the Military Department Facility Board.

b. **Military Department Facility Board.** An appointed body that shall make recommendations to The Adjutant General on all matters relating to the care, maintenance, use and physical modification/alteration of all National Guard RC's, facilities and installations or reservations. The Facility Board will also consider all requests for the dedication of all, or any part of an armory, installation, or reservation in honor of a deceased individual who by virtue of the character of their military service, is worthy of such an honor, and make recommendation to the The Adjutant General for approval and further submission to the Maryland Board of Public Works.

#### **c. The Director of Finance and Administration (MMD-DFA).**

(1) Responsible for the receipt and accounting for all monies generated by facility use contract, and due the State from all Military Department revenue sources.

(2) Serves as the office of record for all executed Facility Use Agreements. Conducts training for Facility Managers in the contracting and financial management of armory rental administration, state employee personnel management, and payroll administration.

d. **State Facilities Manager (MMD-SFMO).** Shall have staff responsibility for maintenance and care of Maryland Military Department State Facilities.

(1) Responsible for monitoring and administering facility use of Military Department facilities by persons and organizations other than the tenant organizations assigned to the facility.

(2) Serves as approval authority for all requests for waiver of rental and utility fees.

(3) Serves as The Adjutant General's representative to state agencies, and the Maryland Board of Public Works, for all real property and capital improvement transactions.

(4) In coordination with the Construction and Facility Management Officer, submits the Military Department Capital Improvement Program submission annually, for all capital construction, renovation, and modernization requirements over a five year legislative budget cycle.

(5) Advises The Adjutant General in policy matters related to facility operations, acquisition, divestiture, and capital improvement.

(6) Oversees repair and minor construction executed by the state engineer/inspector staff, and skilled Military Department maintenance staff.

(7) Submits annual facility status reports to the Department of General Services. Provides for facility operating supplies and equipment through a State Warehouse overseen by the Deputy State Facilities Manager.

(8) Program Manager for state funding related to state real property operations and maintenance.

**e. Construction and Facility Management Officer (CFMO).**

(1) Staff representative for Maryland Army National Guard management related to military construction, program manager for federal facility operations and maintenance funds, environmental compliance, federal real property management (Edgewood Enclave, Weide AASF, LCMR, Laurel RC, Ft. Ritchie RC, Olney Military Reservation, Pax River RC), and electronic security.

(2) Reviews requests for Facility Board actions related to facility modifications to ensure the requests do not interfere with building structural design, mechanical operating systems, or create an unhealthy or dangerous working environment.

(3) Supervises the federally funded, state and contractual CFMO staff. Serves as the Maryland Army National Guard primary staff officer for all facility related issues.

**f. The Maryland Army National Guard Physical Security Officer.** Shall have staff responsibility for security risk assessments, oversight of the Military Department security program, training of the Security Forces of the Military Department, and provides assistance to armory and reservation commanders in developing effective, integrated, security plans. Program manager for federal funding related to physical security (arms vault access services, security barriers, force protection, etc.)

**g. Readiness Center Commander.** The Commander of the Senior Headquarters at each armory. He/She will provide command supervision and management over his designated Armory and the Armory Manager. They are responsible to ensure that all armory tenant units are provided a fair and equitable distribution of space for administration, logistics, maintenance, and training. They will review and monitor, through the Facility Manager, the use of their facility by non-tenant organizations.

h. **Facility Manager.** Shall supervise, manage and control all day-to-day activities related to the care, maintenance, security, and use of the facility to which assigned, to include direct supervision of the maintenance and security personnel provided them, if applicable. Serves as the point of contact for consideration of all armory use requests by the public, commercial enterprises, or local, state, or federal agencies.

i. **Installation/Reservation Commander.** Shall provide command supervision, guidance, and management over all activities conducted on an installation/reservation. Provides direction and establishes priorities for the Installation/Reservation Manager. Shall be a reservation tenant's senior local source of resolution for a tenant concern.

j. **Reservation Manager.** Shall be responsible for maintenance, cleanliness and security of the reservation to include direct supervision of maintenance, custodial and security personnel. Serves as point of contact for all reservation use requests, not scheduled through the Director of Plans, Operations, and Training. Routinely reports to the Reservation Commander on all reservation management issues. Supports Reservation usage scheduled by the Director of Plans, Operations, and Training.

#### **1-4. Policy**

a. **Facility Purpose:** The primary purpose of each National Guard facility is to house, train and provide administrative and logistical support to the units of the Maryland National Guard. An installation or its facilities may be made available for non-military use such as, private or community events, or governmental activities as long as the non-military use does not conflict with scheduled military requirements; is not prejudicial to the public image of the National Guard; and is in compliance with Federal, State, and Local laws and or regulations. Military Department facility managers are not obligated to allow the use of their facility to any non-Military Department individual or organization, unless directed by The Adjutant General.

b. **Authorized Events:** Events such as dances, parties, assemblies, athletic events, shows or other similar activities may be held at a RC. However, positive action must be taken to provide for the proper security and care of the facility and any equipment/supplies located therein. Events and activities will not be permitted which could cause damage to or destruction of the structure, equipment, or unit materials located therein, or which could be considered inappropriate to the State of Maryland, the Maryland National Guard, the public or those attending or exposed to such an event or exhibition. All requests for waiver of rental and utility fees will be forwarded by the Facility Manager to the State Facilities Manager for consideration and determination. The Military Department has the authority to initiate law enforcement notification prior to, during, or following any event. See Chapter 3 for more detail on rentals.

c. **Limitations/Local Governance:** Casino style gambling will not be permitted within an armory or on any Military Department installation. Gaming permits for Big Six Wheels and other legal wheels of chance, and raffles, are permitted when local ordinances permit such activity and the local jurisdiction has issued appropriate permit(s), which have been filed with the Facility Manager prior to the activity.

d. **Alcohol.** Possession, sale, or consumption of any alcoholic beverage within or on any installation must be in accordance with the appropriate local, State and Federal laws and regulations governing the possession, sale, or consumption of alcoholic beverages. Some events will require licensing by the local liquor board prior to the event. See MD Mil

Dept Reg.5-7, Alcoholic Beverages. Commanders are responsible to monitor and control moderate alcohol consumption by military members during social events on Military Department property.

e. **Unauthorized Storage.** Space criteria used for the design of National Guard facilities does not provide for the storage of non-military or non-State-owned property or equipment. As such, no privately owned property or equipment will be stored on or in a National Guard armory or installation. See also MD Mil Dept. Reg.5-3, Private Organizations. When unauthorized property is found on Military Department property, the Facility Manager will post a notice on the property, requesting that the vehicle or property be removed within one week. If not moved, the vehicle or property will be removed at the owner's expense, and may be donated to charity. Unauthorized storage of personal property (auto, boat, camping trailer) owned by tenant unit members will be reported to the military chain-of-command for removal at owner's expense.

f. **Rental Modification to Facilities.** While minor repairs and improvements to National Guard facilities through the use of local assets is both authorized and encouraged, no permanent or semi-permanent structural changes such as the installation or removal of partitions, installation or removal of doors or windows, or modifications or alteration of functional areas will be made without prior approval of the Military Department Facility Board. Such requests for structural modification approval will be submitted through the Maryland Army National Guard Construction and Facility Management Office for engineering and design criteria review, and then forwarded to the Military Department Facility Board for determination.

g. **Billeting.** The provisions for short-term living quarters, i.e., three (3) days or less, is authorized for Military Department members. No long-term residential facilities shall be established at any installation without the prior written approval of The Adjutant General. Requests for approval will be submitted through the Director of Installations to the Military Department Facility Board. Non-Military Department organizations are not permitted to stay overnight in Military Department Facilities, with the exception of using of an armory as an emergency shelter during declared emergencies by the Governor. Military Department RC's are not equipped with the safety features infrastructure to allow overnight accommodations by the general public (fire suppression, carbon monoxide monitors/smoke alarms, etc.) The Military Department will not accept the safety and security risk, and legal liability of housing civilian organizations within our Facilities overnight.

h. **Family Readiness Group Support.** An area of each RC may be established by the assigned unit(s) for use to support morale and welfare activities and Family Readiness Groups (FRG). The use of areas such as classrooms and dining facilities for recreational, morale, and welfare purposes is authorized and encouraged. The chain-of-command is responsible for legal, appropriate, and responsible conduct of morale and welfare activities. No one under 21 years of age is permitted to consume alcohol on Military Department property.

i. **Delegation of Authority/Not Responsibility.** The senior full-time employee at each location (Facility Manager) is responsible for all events and operations at the facility even though he may assign others to manage a particular phase of the RC operation. Except as indicated, no Military Department employee will privately engage in any activity

involving Military Department property that will result in personal gain. Violations may result in disciplinary and legal action. Exceptions are as follows:

j. **MMD Employee Facility Rental Standards.** A waiver of fees is not permitted for an MMD employee renting a RC for personal gain. Misrepresentation by an employee entering into a RC use agreement will result in the imposing of full charges for the rental, and may result in disciplinary action.

k. **Vending Machine Commissions.** In accordance with State of Maryland requirements, all monies received as commissions from vending machines placed upon Military Department premises by commercial operators will be forwarded to, Maryland Military Department, ATTN: MDNG-AG-DFA, Fifth Regiment Armory as soon as possible, but not later than five (5) days after receipt. Immediately upon receipt and prior to forwarding, commission checks will be properly endorsed "For Deposit Only". Misconduct in the proper administration of this policy by an employee of the Department may result in termination of employment and/or criminal prosecution. Checks and Money Orders will indicate State of Maryland, Military Department as payee.

l. **Tax Exemption.** Tax Exempt/Non-profit organizations, e.g., NCO Clubs, Officer Associations, Civil Air Patrol, Scout Troops, Veteran's Groups, that have registered with The Adjutant General and who have been issued an operating permit may, upon written request to the Director of Installations, be afforded limited space in a RC to store their books and records, uniforms and equipment, stock of goods, or banners and memorabilia, if space is otherwise available and their use does not affect the assigned unit's storage requirements. Facility Managers are not required to provide storage space, but may if space is available.

m. **Command Concurrence Policy.** The Facility Manager will consult with the RC Commander to insure that a non-military facility use does not interfere with scheduled military use of a RC, and the intended use is deemed "appropriate".

## **Chapter 2 Facility Maintenance/Sustainment**

### **2-1. Facility Maintenance Work Orders**

a. Facility Managers are responsible for the identification and input of facility physical and structural failures into the Maryland Military Department Intelligence with Asset Management (AiM) System. Appendix 1 to Annex C is the facility manager's guide for the input and tracking of AiM work orders.

b. AiM is the system of record for all work orders, self-help, and routine maintenance for all Maryland Military Department real-property assets (Facilities).

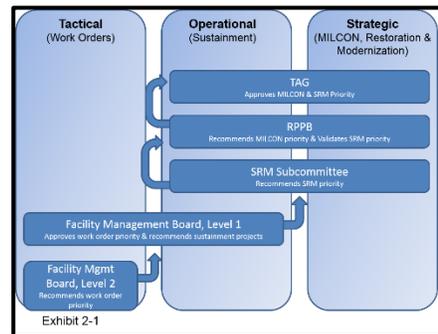
### **2-2. Facility Work Order Analysis, Assignment, and Tracking**

a. The MDARNG has over 250 real-property assets at 35 separate sites, across 3500 acres and must prioritize work orders based on the overall impact to the unit mission, and organizational priorities. In order to ensure the most critical facility maintenance is completed on-time, work orders are prioritized based on the following criteria:

- (1) Emergency (Power, Heating/Air Conditioning, Flooding)
- (2) Critical (Degrades Ability of Unit to conduct Mission)
- (3) Routine (Impacts Facility, but timeline to fix is flexible)

b. The AiM's systems is reviewed daily by the Director of Installation Production Control staff, to assign critical work orders to Military Department Facility Maintenance Personnel. Facility Maintenance personnel are capable of local system repairs, that don't require complete system overhauls.

c. Facility maintenance requirements may also be addressed as part of a larger project covered by either the Department of General Services (DGS), or via funds from the Sustainment, Restoration, and Modernization (SRM) Program. For example, a Work Order may target a leak in the roof that needs to be repaired. However, based on an engineering analysis it is determined that an entire roof replacement is needed. In this case the Work Order is moved via the Maryland Military Department Facility Board to either a DGS or SRM project with an ETA to completion (See Exhibit 2-1).



d. The AiM system provides an overall list of open work orders and status, but requires key leaders from the facility to MSC/Reservation Manager level to assess and prioritize via the Maryland Military Department Facility Board (MMDFB).

**2-3. Military Department Facility Boards Level I and II**

a. Level I Facility Management Board is responsible for:

- (1) Review/Validation of SRM Project List
- (2) Review/Validation of DGS Project List
- (3) Review of current Work Order Status Update
- (4) Review/Approval Facility Construction Self-Help Projects
- (5) Review/Approval of Facility Structural Modification Requests
- (6) Review/Coordination of MDARNG Engineer Unit Projects
- (7) Stationing Plan Review/Impacts
- (8) Update on Changes to Readiness Center Manager/Reservation Cdrs

b. Members of the Level I Facility Management Board:

Director of Installations (Chairman)	Deputy CFMO, MDARNG (Co-Chair)
Chief of Staff, Military Department	Chief of Staff, MDARNG
G3, MDARNG	G4, MDARNG
G5, MDARNG	G6, MDARNG
G8, MDARNG	Commander, CFMR
Commander, HdG Military Reservation	Executive Officer, 29 <sup>th</sup> CAB
Executive Officer, 58 <sup>th</sup> BfSB	Executive Officer, 58 <sup>th</sup> TC
MDDF Engineer Rep	Fulltime Supervisor, 70 <sup>th</sup> Regiment
Chief Procurement Officer, MILDEP	State Aviation Officer

Safety Officer	Assistant Chief of Staff, MDARNG
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c. Level II Facility Management Board is responsible for:

- (1) Full Facility Status Review
- (2) Development of Top 50 priority work orders
- (3) Review/Validation of Facility Construction Self-Help Projects for submission to Level I Facility Management Board.
- (4) Open Facility Issues
- (5) Update Facility Managers on status of SRM and DGS Projects

d. Members of the Level II Board are:

State Maint. and Production Mgr (Chairman)	Rep CFMO, MDARNG
Assistant Chief of Staff, MDARNG	Deputy G3, MDARNG
Deputy G4, MDARNG	Deputy G6, MDARNG
Deputy G8, MDARNG	Deputy Post Commander, CFMR
Post Commander, HdG Military Reservation	S4, 58 <sup>th</sup> TC
S4, 58 <sup>th</sup> BfSB	S4, 70 <sup>th</sup> Regiment
S4, 29 <sup>th</sup> CAB	MDDF Engineer Rep
Representative Safety Occupational Health	AASF Rep
Maryland Youth Corps	Edgewood Enclave Rep

#### 2-4. Self-Help Procedures

a. All self-help project will be input in to AiMs. The Readiness Center Manager will submit a scope of work to the MMD-SFMO to include a bill of Materials, no later than 45 days before requested start date. If determined to be a true self help project, by the Level II Armory Board, the MMD-SFMO will purchase materials requested and deliver to the Readiness Center. If the project is determined to not be a self-help project, it will be referred to the Level I board with a recommendation as to type project way ahead.

b. Self-help projects include, but are not limited to, painting, light carpentry, light mechanical (excluding all HVAC and boiler), landscaping and basic installation of fixtures. Self-help projects do not include structural changes to the facility, including walls, movement or changing of plumbing or electrical infrastructure, HVAC or boiler work.

#### 2-5. Engineer Unit Training/Facility Projects

Projects determined to be within the scope and capabilities of MDNG engineer units will be coordinated with the Armory Board, 58<sup>th</sup> Troop Command, MMD-SFMO and MDARNG, G3. Readiness Center Managers will not coordinate directly with engineer units, unless specifically authorized by the Level I board. Projects will have training value to the tasked unit and fit within the capabilities of assigned personnel.

## **Chapter 3**

### **Readiness Center Facility Use**

#### **3-1. General**

a. When an installation or any of the facilities thereon are being utilized for military purposes, the commander of the unit utilizing the facility is responsible to the installation commander that proper care is taken in regard to the facilities being utilized. The Chain of Command will be held responsible for ensuring that the facility is not damaged or abused. This includes leaving the facility in a proper state of cleanliness and appearance. Police call will be a normal part of the training day when a facility is used by National Guard Soldiers. Training Schedules will include this requirement.

b. As a representative of the Military Department, appointed by the Chain of Command, a Facility Manager has the authority to enter into a Facility Use Agreement with a private individual or organization. In this capacity, the Manager is responsible for assuring that such usage is in compliance with this regulation, and the appropriate Federal, State and local laws and/or regulations.

#### **3-2. Obligations.**

Any obligation of State funds, for any purpose in support of a RC, will require prior approval of the State Facilities Manager or the Deputy State Facilities Manager. No Facility Manager or RC state employee will make any purchases or obligations without prior approval. In many instances a local purchase, or equipment repair expense, made by armory personnel may be more expensive than that equipment or service available to the Deputy State Facilities Manager. Any individual who obligates State funds without the approval of the State Facilities Manager or Deputy State Facilities Manager may be punished and made to repay the obligated funds.

#### **3-3. RC Use, non-Military**

a. The use of a RC by any individual or organization for other than Military use will be in accordance with the provisions of this regulation. It is the policy of the Military Department not to engage in long-term commitments that would tend to deny the use of a RC for military purposes or to any other community group.

b. The use of a facility, other than a RC, for non-Military use or the use of a RC as specified in paragraph 3-3 f. of this regulation, will require the approval in advance of any commitment.

c. Care must be taken to assure that a Facility Use does not interfere with the training and administration of the Unit(s) stationed at a facility and is in the best interests of both the community and the Maryland National Guard. In the event of any conflict or doubt, the matter should be referred to the Director of Installations.

d. If alcohol is being offered at an event, the organization renting the RC is required to secure any local government permits if required, and provide it/those to the Facility Manager at least 10-days prior to the event.

e. If the perspective lessee is an unfamiliar organization, or questions about the legitimacy of the event or group occur, the Facility Manager will take steps to request a background check on the lessee through local law enforcement, or the nearest Maryland State Police Barrack.

f. The commitment of any RC for non-Military use will be made by the approval of a written application (request) to the Facility Manager. See also Figure 2 of Annex H. The facilities indicated in Annex A as Category 5 installations will not be rented unless specifically authorized by The Adjutant General.

g. The Facility Manager is authorized, except as specified in paragraph 3-3d., to enter into a use agreement without the prior approval of the Military Department, if the lessee is paying the standard rates for rental and utilities. All facility use agreements must be for a fee of at least one (1) Dollar in order to have a legally binding contract.

h. The Facility Manager will forward requests for uses as listed below to MMD-SFMO for approval 10-days prior to any commitment. Such a request will contain clear and concise comments as to availability of the RC, specify the intended use, and any information deemed necessary for a determination on granting the request. This requirement cannot be over-emphasized. The need for consistent policy application for the protection of the State and the individual Facility Manager is of utmost importance. Advance approval is needed for:

(1) Use of any RC or any of its facilities by any promoter or commercial concern(s) whose purpose is to exhibit and/or sell products or services to the public. (This includes private activities of unit members who have entered a Facility Use Agreement)

(2) Use of any RC or any of its facilities by any individual, agency, or department of local, state, or federal government. This includes use by elected officials of any level of government.

(3) Use of any RC or facility therein by any political organization or party.

### **3-4. Charges**

Usage fees and charges for utilities in connection with armory use agreements will be made in accordance with the rates listed in Annex A. These may be modified by other provisions of this regulation or by The Adjutant General. Routinely, the rate schedule will be revised to reflect increases in utility rates and economic inflation.

### **3-5. Facility Manager and Janitorial Fees**

The Facility Manager or designee must be present for the duration of all events. This expense is the responsibility of the lessee. All charges for Facility Manager and janitorial services must be included in the schedule of charges provided to the lessee and billed into the Facility Use Agreement. If the Facility Managers are Active Guard Reserve or Federal employees, they must become state contract employees through the State Personnel Office in order to be paid for rental support, and the amount to be charged is \$25.00 flat rate per hour for your services. Form 311T must be completed and forwarded to MMD-DFA (payroll) for pay. The flat rate to be charged for employees performing security or janitorial duties will be \$25.00 per hour. State employees can have their rental event overtime recorded on the bi-weekly time and attendance. The fees for janitorial services cannot be waived and are to be paid by the lessee prior to the event.

### **3-6. Mechanic and Electrician Services Fees**

Mechanical and electrical services provided by staff of the Military Department will be included in the Rate Schedule and Facility Use Agreement the same as janitorial fees in 3-5 of this regulation. This fee is computed as one and one-half times the hourly salary of the affected employee.

### **3-7. Competition**

The Military Department is not staffed or budgeted to operate a facility use rental business. The sole purpose of facility use agreements are to provide the community a facility that is not otherwise available in the area. The rates expressed in Annex A were developed for Commercial Entities and Tax Exempt Organizations. Any deviations in rates must have the approval of Director of Installations in writing (email) and a copy attached to all copies of the use agreement. Lessee requests for rate deviations will be addressed through the Facility Manager to the Military Department, ATTN: MDNG-AG-DI. The Facility Manager will include information such as availability of the facility and a recommendation in their endorsement.

### **3-8. Insurance**

a. The Adjutant General, Facility Manager, the Military Department, and the State of Maryland must be protected from liability resulting from claims arising out of the use of RC's. Any organizations or individual permitted to use a RC will be required to provide adequate liability insurance protection as described herein (see Annex M). Questions of adequacy will be resolved by MMD-SFMO. Waiver of insurance is never granted. The Military Department will not accept legal liability for an event that the Military Department does not sponsor.

b. The normal policy limit considered acceptable is One Million Dollars (\$1,000,000.00). This limit is acceptable as a single limit or as limits of \$1,000,000.00 Bodily Injury and \$50,000.00 Property Damage.

c. Insurance coverage is the responsibility of the Facility User and must be in effect for the entire time that the installation is being occupied/used. This includes the time for moving in and out and/or the receipt of the lessee's property at the installation. The policy MUST be endorsed to indicate "The Adjutant General and the State of Maryland Military Department as Additional Insured." No installations will be occupied if the policy is not endorsed to include the Military Department, its agents and assignees as Insured. Review the policy closely to ensure that an insurance policy does not expire at midnight, for an event that ends 0100 the next morning.

d. A Certificate of Insurance will be furnished to the manager ten (10) days prior to the start of any activities. The Certificate of Insurance will be forwarded to MMD-DFA without delay.

e. If an insurance policy has not been provided prior to the start of an event, the RC will remain locked and the lessee denied access for their event.

### **3-9. Workers' Compensation Insurance**

The user will, at user's own expense, keep in effect during the period in which the Facility Use Agreement is in effect, a policy or policies of Workers' Compensation insurance covering injuries to user's employees, including setup, teardown, cleanup and security personnel in or about the licensed space occurring in the course of or as a result of the exercise of the privileges granted in the Facility Use Agreement.

### **3-10. Facilities**

a. The term "Readiness Center" when used in negotiating the Facility Use Agreement primarily applies to the use of the main (Drill) floor. The use of the floor, however, includes access to the floor through the main entrance and lobby and access to the adjacent restrooms. Access to trash containers must be available for the user's clean-up personnel (catered bull roast, banquet, reception), and the available parking area of the armory is included in any use agreement, unless specifically excluded. Users are responsible for providing their own dumpsters for large events (bull roasts, crab feasts,

banquets, etc.) Under no circumstances will Military Department employees charge parking fees to a contracted armory user or individuals attending an event.

b. The use agreement for a "Readiness Center" does not automatically include classrooms, kitchens, lounges/club rooms, or office space and telephone service. These areas may be negotiated for separately or as add-ons to a basic armory Facility Use. Rates for these spaces are in Annex A. Vendors or lessees will not use state equipment without a specific written agreement.

### **3-11. Use Agreement (Contract) See Annex G.**

a. The prescribed pre-numbered Facility Use Agreement, as designed and supplied by the Director of Finance and Administration, will be properly executed for each and every occasion a RC is made available to organizations, groups, individuals, etc., for a purpose other than military use. This includes facility use agreements which require payment of the fee of at least one (1) dollar. No Facility Use Agreement will be executed for a period longer than one year or contracted more than one (1) in advance. This agreement form is the only official document authorizing the Facility Use/use of MDNG facilities. Failure to execute a use agreement for all non-military facility use, will result in disciplinary action being taken against the Facility Manager.

b. The pre-numbered Facility Use Agreement is essential for the protection of the Facility Manager, this Department and the State of Maryland.

c. Facility Use Agreements are subject to unannounced review and audit by representatives of the State of Maryland and the Military Department.

d. The pre-numbered Facility Use Agreement will be prepared in triplicate.

(1) The original, with payment by the lessee in the form payable to the "Maryland Department, State of Maryland," will be forwarded to MDNG-AG-DFA without delay. Cash payments or personal checks will not be accepted. Immediately upon receipt of any Facility Use check, the Facility Manager will restrictively endorse this check "For Deposit Only". It will not be necessary to indicate the payee of the check as part of this restrictive endorsement nor is any signature needed.

(2) The "For Deposit Only" endorsement will be sufficient to safeguard the check until it is deposited in the State of Maryland account. This restrictive endorsement applies not only to checks, but also to any other bank draft that is to be forwarded to the Military Department.

(3) The first carbon will be provided to the lessee.

(4) The Facility Manager will retain the second carbon. This copy will be kept readily available for inspection by representatives of this Department prior to or during the period of Facility Use or use. Until expiration of the term of the RC Use Agreement, this copy will be filed in proper numerical order with any other Facility Use agreements and retained in the RC management files for 3-years.

(5) All Facility Use Agreements will be accounted for. In the event of errors, cancellations, etc., the original and the first carbon will be forwarded to MDNG-AG-DFA clearly marked as "VOID" or "CANCELLED". The second carbon copy clearly marked VOID or CANCELLED, will be retained on file in proper numerical order by the Armory Manager.

e. The Facility Use Agreement MUST be signed by the agent of the lessee (individuals' signature, not organization's name) and the Armory Manager. The Facility Manager is the designated agent of the State of Maryland as appointed by the Chain of Command.

(1) Each copy of the agreement will be completed with original signatures.

(2) Under no circumstances will the manager routinely delegate this authority to any other person. Exceptions are authorized, in advance, by MDNG-AG-DI on a case-by-case basis.

f. Complete provisions for payment will be clearly stipulated in the Facility Use Agreement. All contractual monies are payable in full not later than ten (10) days prior to the actual use of the RC. In all cases, the agreement must be completed in advance of the date of the Facility Use. As a minimum, a non-refundable deposit of 10% of the full Facility Use charge will be paid at the time of execution of the agreement. Individuals/Organizations paying the entire amount in advance and later canceling will have their money refunded by the Director of Finance and Administration in accordance with the provisions contained in the Facility Use Agreement.

g. The following, which constitutes a properly completed Facility Use Agreement package, must be filed with the Director of Finance and Administration, in advance of stipulated dates for use:

- (1) Pre-numbered Use Agreement (original, white copy) with Addendums.
- (2) All monies stipulated in the Use Agreement.
- (3) Rate Schedule (see sub-paragraph j below).
- (4) Facility Use Application (see sub-paragraph k below).
- (5) Certificate of Insurance (see paragraph 3-4d).
- (6) Admissions Tax Report (see paragraph 3-11d).
- (7) Letter of Waiver or approved deviation of rates as appropriate (see par 3-3).
- (8) "For Tax Exempt Organizations" – IRS DETERMINATION LETTER OR CURRENT IRS FORM 990. (See Annex I and J).
- (9) Facility use Disclosure Statement

h. Facility Managers will request, in writing, from MMD-DFA a supply or re-supply of pre-numbered Facility Use Agreement forms.

i. It is necessary for each Facility Manager to develop a Rate Schedule tailored to his/her own particular situation concerning the services contracted for during the negotiation process of a Facility Use Agreement. Figure 1 of Annex H (example of a possible Rate Schedule). It is to be noted that paragraph 2.a. of the Facility Use Agreement incorporates the Rate Schedule into the Contract.

j. Figure 2 of Annex H provides a solution to some problems encountered in RC use negotiations. This application requires a full disclosure of intended use of the facility and allows the Facility Manager to make a more detailed appraisal of the consequences of the use requested. This format also permits a simple solution to approve or disapprove those items in the basic agreement that call for written evidence of the Department's approval of certain activity.

k. Figure 3 of Annex H provides a Facility Use Disclosure Statement to be signed by the lessee prior to use of the RC.

### **3-12. Use of Federally Owned or Federally Supported Facilities**

a. Federally owned. The following facilities are the property of the United States Government; and as such, are subject to different regulations than state facilities. Edgewood RC, Weide Airfield, Baxter Aviation Support Facility, Lauderick Creek Training Site, Laurel RC, Cook Armory, Patuxent River RC, and Olney Military Reservation. The facilities can be used for non-military use, but each situation and the rates associated with such use will be determined on a case-by-case basis. All fees are payable to the United States Government.

b. Federally supported. Many state-owned facilities are supported in full or part by the Federal Government. The four training sites (Baker, Gunpowder, Lauderick Creek, and Camp Fretterd training sites) are in this category, and are frequently requested for use by

non-Military Department agencies. Such use is supported by a normal facility use agreement, but the costs of such use are payable to the Military Department for subsequent reimbursement to the USPFO.

### **3-13. Military Unit Participation**

a. Units housed in a RC will not receive any share of any use fees in any form. It is recognized that funds are necessary to support family support, athletic, recreational and morale activities. Accordingly, units are authorized to operate food, checkroom, and other concessions as described and requested by the lessee. The lessee, however, WILL NOT be required to utilize unit-operated concessions as a condition of an RC facility Use. The RC/Facility may own folding chairs and tables (not state owned tables or chairs) for rental and may provide this service to raise funds if agreeable to the lessee. All payments will be made to the fund in the form of a check or money order. Cash payments are not authorized to the Armory Fund. (Note: The operation of services by the Armory Fund does subject the operators to a liability exposure consistent with the products and services provided).

b. All funds derived from such concessions and services will be clearly stipulated in the Rate Schedule (paragraph 3-6j) and will be processed into an account managed by the MMD-DFA in accordance with Chapter 4.

### **3-14. Facility Use Time Limitations**

a. Readiness Centers will not be used for any non-military activity past the hour of 0100 hours. The RC will be clear of all patrons attending the event by 0100, and the event sponsors by 0145 hours; and the RC will be closed and locked not later than 0200 hours.

b. The time limit for armory use to an individual/organization will be specified in the Facility Use Agreement.

c. The time allowed for move-in and move-out will also be made a part of the agreement. Fees for move-in and move-out time, if on days other than the rental, will be charged at one-half of the normal daily rental rate plus utilities, unless the move-in or move-out time could have been rented at the full rental rate to another lessee, in which case the full rate will be charged for the move-in or move-out. Four (4) hours is the accepted period of a rental. Hours of use beyond that will be pro-rated, based on 4-hours.

### **3-15. Unit Use**

The use of a RC/facility for nonmilitary purposes by the unit or units housed therein is encouraged in accordance with the following:

#### **a. Unit Fund Raising Activities. (Not Gambling)**

(1) Any fund raising activity solely sponsored by a unit for benefit of all members of the unit is authorized at no Facility Use charge. However, the charges for light, heat and janitorial services will be paid. Admissions tax report will be filed. A Facility Use Agreement will be completed and forwarded as any other.

(2) Any unit sponsored fund raising activity held within an armory, to be attended by the general public, or others who are not guests or dependents of members of the unit, will require the prescribed insurance coverage as referred to in paragraph 2-8 and the certificate submitted with the contract along with the admissions tax report.

(3) Any fund raising activity co-sponsored by the unit in conjunction with any other private organization or individual, for profit making purposes, is authorized. However, the full Facility Use charge, utilities, and janitorial services and insurance coverage must be paid. A Facility Use Agreement must be completed and admissions reported.

b. Other Unit Activities. There will be no charge for unit social or morale activities such as unit open houses, family night/day, unit parties and unit Christmas parties, when the attendees are unit members and/or their immediate families.

### **3-16. RC Facility Use Report**

a. The RC Use Report is a monthly report submitted to MDNG-AG-DFA as of the last day of each quarter and must reach that office by the 15th working day following the end of the month. Unit drill dates are to be included.

b. All Categories 1 through 4 RC's (See Annex A) will submit a RC Use Report on a quarterly basis. Negative reports are required.

c. The report will show the date(s) the RC was used, the name of each lessee and the contract number, amount paid each use, utilities and the date the money was submitted to the Director of Financial and Administration. The report will be signed with an original signature of the Facility Manager only. No other person can be authorized to sign for the Facility Manager. See the sample report, Annex B. RC Facility Use Reports will not be used to transmit contractual documents or monies.

d. All Category 5 installations (see Annex A), when approached by a potential lessee, will provide the office of MMD-SFMO and NGMD-CFMO sufficient information to evaluate the request for special authorization for use. If approved, the Manager will submit an RC Facility Use Report the day following the approved event.

### **3-17. Admissions Tax Report**

a. The Facility Manager is responsible for reporting information relative to the use of the facility to the Comptroller of the Treasury, State of Maryland, Compliance Division, using State Form 602 (Rev. 10/96). See Annex I.

(1) The actual payment of the tax, if any, is the responsibility of the lessee.

(2) If there is a charge for tickets or admission for the event the form must be completed and remitted as in 2-15 above, if not disregard the form.

b. The original copy of ST 602 (Rev. 10/96) will be mailed to State of Maryland, COMPLIANCE DIVISION, SPECIAL EVENTS SECTION, 301 West Preston Street, RM. 201, Baltimore, Maryland 21201-2383.

c. The first carbon of ST 602 (REV 10/96) will be attached to the copy of the Facility Use Agreement that is forwarded to MDNG-AG-DFA.

d. The second carbon of the set will be presented to the lessor.

e. ST 602 (VER. 10/96) Forms may be obtained from MDNG-AG-DFA or direct from the Retail Sales Tax Division at the address above.

### **3-18. Overnight Policy**

The definition of overnight housing is the expressed use of the armory (Drill Floor) or facility for the purpose of sleeping by the public (Individuals or Organizations). Since most armories and facilities do not have adequate billeting, such as: BOQ's, beds, sheets, blankets and shower/locker rooms to support such activities, these activities are strongly discouraged and must be specifically approved by the Director of Installations prior to the execution of any Facility Use Agreement. Since most of our facilities are not equipped with fire alarms/smoke detectors in the public areas (i.e. Drill Hall Floor), adequate security/monitoring must be provided in the event of the use of these areas by either the public or by soldiers for overnight stays. Specific guidance for the use of the areas for overnight use in the event of national/state/community emergencies will be

issued from the Office of The Adjutant General. This policy does not apply to units of the Maryland National Guard using the facility for training purposes.

### **3-19. Waiver Policy**

a. Any deviance from policies and procedure established within this regulation requires a written waiver request from the requester. Any request for waiver must include sufficient justification and will usually be included in the original request for usage to the State Facilities Manager. The State Facilities Manager will provide a written approval or disapproval (email) of the waiver request to the appropriate Facility Manager prior to execution of the Facility Use Agreement. The Maryland Military Department cannot afford to subsidize facility usage activities of other organizations that do not have a direct benefit to our organization. These organizations can be categorized as governmental or non-governmental. Non-governmental organizations fall into non-profit (Tax-Exempt) and for profit categories. Separate rates and fees for non-governmental organizations appear in Annex A. The State Facilities Manager must approve any deviation from the published rate and fees schedule. Even when a waiver of rent is approved, a utility fee will be required.

b. Current & retired Military Department and Maryland National Guard members are authorized to request a waiver of rental fees once a year for any RC/Facility that will execute a Facility Use Agreement with them for an approved event. The RC/Facility Manager must receive a written request from the individual and endorse it for approval by either the State Facilities Manager or Deputy State Facilities Manager.

### **3-20. Tobacco and Electronic Cigarette Use**

No smoking of any kind is permitted in Maryland Military Department Facilities at any time.

## **Chapter 4 Safety and Security**

### **4-1. General**

It is the responsibility of each RC Commander and Facility Manager to promote safe operations and maintain a safe environment for tenant organizations and facility users, to conduct a comprehensive safety training program, to promptly report of all accidents and personnel injuries to the proper authorities, and to establish and maintain safety procedures and policies to prevent accidents and incidents from occurring. Unsafe facility conditions requiring immediate repair must be reported to the Military Department maintenance

### **4-2. Initial Reporting Procedures**

In the event that a serious accident or injury occurs on property under the control and jurisdiction of the Military Department, Facility Managers will immediately call 911, and then notify the Maryland National Guard EOC at 410-517-3700 (primary) or 410-576-6199 (alternate). The Facility Manager should also notify the MDNG Staff Duty Officer at 410-250-7244. Serious Incident Reporting Procedures should be followed and a Preliminary Report of Mishap (PROM) should be completed for submission as required.

### **4-3. Safety Plans**

Each Facility Manager is responsible for the preparation of armory safety plans for Emergency Action and Fire Prevention. Examples of these plans appear in Annexes D & F of this regulation.

#### **4-4. Safety Equipment.**

Each facility will maintain and utilize all safety equipment, as required, for moderate and high risk sustainment and maintenance activities, in accordance with Annex E.

#### **4-5. Physical Security**

a. The installation/reservation commander has overall responsibility for the security of his/her installation/reservation and is responsible for assuring compliance with AR 190-11; AR 190-51; MD Mil Dept. Reg. 5-15; or AFR 206-2 Volume 1 and AFR 207-1, as applicable.

b. Commanders will ensure that the only keys to be removed from their installation or are those necessary to gain access to the installation/reservation itself. Lock and key control will be established as required by above cited regulations. Violations requiring re-keying or change of locks may be at the expense of the Armory Manager or the individual responsible for the loss of keys.

c. The Facility Manager will develop a Standing Operating Procedure (SOP) for the control of access to the armory itself. See MD Mil Dept. Reg. 5-10 (Management, Facility Security). In addition to access control, the Standing Operating Procedure will contain, as a minimum:

(1) Key control procedures consistent with Annex C to AR 190-51.

(2) Acknowledge that each individual having keys to an armory is subject to interrogation and investigation, as deemed necessary, to determine responsibility in the event of the loss of or damage to Federal or State property and/or to establish pecuniary liability.

(3) All keys to an armory will be engraved with the words "DO NOT DUPLICATE"

(4) Whenever an armory is being utilized during other than normal duty hours, the Manager, or his designated representative, will be in attendance and will be responsible for closing the armory and reporting any damage or incidents, which may have occurred.

#### **4-6. Safety Training**

a. Directorate of Installations will ensure that a safety orientation is provided to non-Military personnel prior to their use of any RC custodial and grounds keeping equipment.

b. Safety training for employees of the Military Department will be conducted at the time of their initial hiring with the Military Department and also throughout their entire period of employment. The Directorate of Installations will ensure that new employees receive copies of established policies and an explanation of the Department expectations.

c. Orientation training will include general safety practices and procedures to be followed by all employees regardless of their actual job assignments. Directorate of Installations should use the most up to date safety information available for such training.

d. Supervisors will ensure that all personnel operating backhoes, farm tractors, dump trucks, bulldozers, front-end loaders, or state-provided equipment are properly trained in the safe operation of the equipment. Facility Managers who have any concerns about environmental hazards at the facilities or training sites should contact the Directorate of Installations for guidance.

#### **4-7. Fire Prevention**

- a. It is the responsibility of all personnel to exercise care and caution to prevent fire.
- b. Facility managers will ensure that fire prevention orientations for all personnel are conducted prior to any use of facilities.
- c. Fire drills and other emergency evacuation drills will be conducted IAW National Fire Protection Association (NFPA) codes, AR 385-10, and local policies and plans. See Annex F for an example of a fire prevention plan. Each RC or Facility will be responsible for maintaining a Safety Occupational Health (SOH) approved fire prevention plan, reviewed annually.
- d. Open fires are prohibited in all training areas. There will be no smoking or open flames within fifty (50) feet of ammunition, petroleum, or paint storage areas.
- e. When a fire is discovered dial 911 immediately.

#### **4-8. Serious Incident Reporting**

a. All incidents or accidents involving personal injury, property damage, fire, environmental pollution, equipment, weapon or ammunition malfunction, or other incidents not covered in this regulation will be immediately reported to the Facility Manager.

b. The immediate incident report will include:

- (1) Unit.
- (2) Nature of the incident/accident/fire, etc.
- (3) Time of the incident.
- (4) Extent of the incident including any injuries and damages.
- (5) Name, rank, and organization of witnesses.
- (6) Name, rank, and organization of personnel involved.
- (7) Action being taken.

c. If the incident occurs after normal duty hours, the State Staff Duty Officer will be promptly notified.

d. A detailed written report about the incident, including all particulars, will be forwarded through channels so as to arrive at the Director of Safety and Aviation's office within 48 hours after the incident. A copy of each report will be given to the Armory/Site Manager and to the Director of Installations.

#### **4-9. Information Security**

a. Telecommunications Control Officer (TCO): The TCO will be the senior full-time military individual of each facility and will act as coordinator for telecommunications services and security.

b. Duties of the TCO are as follows:

Ensure compliance with all current information security regulations and policies within his/her facility.

(1) Review all local and long-distance billing for accuracy and compliance with "Official Use Only" policies.

(2) Ensure that the Director of Information Management (J6 NGMD-JFQ-IM) is kept informed of current and future needs for the effective and efficient use of resources.

(3) Complete Step 1 of the Communications Management Internal Control Review Checklist (MD Mil Dept. Reg. 5-14, Appendix A) a minimum of once per fiscal year, during the fourth quarter.

### **Chapter 5**

#### **Maintenance and Services**

##### **5-1. General**

Constant attention to the care and maintenance of armory and ground facilities to maintain the desired degree of efficiency and cleanliness is a command responsibility delegated directly to the appointed Facility Manager/Installation Commander. All requests for assistance, work requests, and outside contract support will be routed through the AiM System to the State Facilities Manager. For Work Order Flow and Requests, see Annex C.

### **5-2. Armory Heating Plant**

a. The burning of any refuse or trash in the firebox of the boiler is prohibited. No flammable materials, combustibles or similar items will be stored in the boiler room.

b. No adjustments shall be made to the oil burner, aquastats, stack controls, condensation or sump pumps, etc. Any adjustment required will be made by designated personnel of the Installations Directorate.

c. Repair or adjustments required for the RC heating system will be reported to the State Facilities Management Office, by the most expeditious means available. In the event of difficulty with the condensation pump and the boiler, such as flooding or running low on water, immediately turn off the oil burner, circulator and water feed, call the State Facilities Management Office, and follow-up with an AiM work request for repairs.

d. The heat control thermostat placed in certain areas of the armory shall be set at temperatures not to exceed 65 degrees Fahrenheit. Heat controls or thermostats in shops and garages will not exceed 55 degrees Fahrenheit.

e. Instructions and information on the operation of the heating system can be obtained by submitting an AiM work request.

### **5-3. Electricity**

a. The Facility Manager will carefully monitor the electrical system of the armory and its facilities. Special attention will be given to the existence of defective wiring, switches, equipment, etc. Any defects noted, or obvious repairs needed, will be submitted on an AiM work request.

b. Emergency conditions, hazardous to personnel or likely to cause a fire or other damage, will be reported telephonically to the State Facilities Management Office followed by an AiM work request.

c. The electrical system will not be altered or changed in any way. Necessary changes to the electrical system will be submitted as a work request.

d. Additional equipment, which would throw an unusual load on the electrical system, will not be connected without prior approval from the State Facilities Management Office. Heavier fuses will not be substituted to accommodate equipment that would cause an overload to the system, which may cause a fire.

### **5-4. Plumbing**

a. Any malfunctioning of plumbing fixtures such as leaks, breaks, etc. will be reported using an AiM work request.

b. Emergency plumbing conditions that might cause damage to the facility will be reported immediately to the State Facilities Management Office.

c. Facility Managers and Caretakers will be familiar with the locations of main valves so that the water service may be cut off when necessary.

### **5-5. Fire Extinguishers and Kitchen Hood Fire System**

a. Facility Managers will notify the Directorate of Installations prior to expiration of previous inspection regarding the inspection and servicing of fire extinguishers and

kitchen hood fire systems. The Directorate of Installations will notify the Facility Manager of designated contractor and appointment for providing this service.

b. Fire extinguisher signs will be placed so that the location of fire extinguishing equipment is easily identifiable.

c. Calling 911 and evacuating the facility will always take priority over any attempt to extinguish a fire. No one's safety will be placed in jeopardy in an attempt to extinguish a fire.

#### **5-6. Facility Alterations or other Modifications**

a. Alterations to RC facilities, such as the removal or installation of permanent partitions/walls will, be requested through military command channels, to the Construction and Facility Management Office (CFMO) & State Facilities Management Office for appropriate action by the State Armory Board. Non-permanent partitions, security caging, shelving and walls that do not extend from floor to ceiling or interfere with heating and cooling, also require prior approval by the State Armory Board. A bill of materials, a sketch of the desired alterations, and written narrative describing the project must be submitted through command channels to the State Facilities Management Office for approval and purchase of material for these types of self-help projects.

b. Overhead doors. Care will be taken when moving a vehicle into or out of areas with overhead doors. A front & back ground-guide must be used to guide the driver to insure that no damage to overhead doors occurs. Antennas will be lowered before entering the doorway. Overhead doors will be opened fully and operated carefully in order to minimize breakdowns or malfunctions of the operating equipment.

c. Air conditioners must be kept clean, operated by responsible personnel, and the filters cleaned or changed at regular intervals to insure the effectiveness of this equipment. Maximum room setting will not be below 78 degrees Fahrenheit.

#### **5-7. Work Request**

All requests for work or construction material will be submitted on a work request form, MDARNG 735-15 (Annex C).

#### **5-8. Trash Removal**

a. Each RC/Facility Manager is responsible for removing trash from their facility.

b. Where needed, the State Facilities Management Office will contract for dumpster service. The RC/Facility Manager, in accordance with contract instructions, will administer the contract.

c. As needed, 30-yard roll-off dumpsters may be requested through the State Facilities Management Office for special facility projects, or for facility wide clean-up.

#### **5-9. Exterminator Service**

a. Adequate sanitation depends on a sensible program designed to maintain a high degree of cleanliness. RC/Facility Managers must insure that assigned facilities are kept clean at all times.

b. Where help in the control of insects and rodents is needed, requests will be forwarded through the State Facilities Management Office to the State Procurement Officer for action.

#### **5-10. Utilities**

a. Gas, electric, water and sewer services will be provided to installations under authority of the Military Department. Service support requirements will be routed to the State Facilities Management Office.

b. Heating fuel oil and propane requirements will be satisfied by contracts arranged by or through the State Procurement Officer and administered in accordance with individual instructions.

c. Should facilities receive utility, water, sewer or any other invoices, directly from a utility company, forward the invoice to the Director of Finance and Administration, ATTN: Accounts Payable, Fifth Regiment Armory, Baltimore, MD 21201-2288

#### **5-11. Telephones**

a. All Military Department telephone users are reminded that telephones are for official use only. Any personal long distance telephone use may be charged to offender.

b. Telephone instruments provided in RC's and facilities are the property of the Military Department and will be accounted for in accordance with Chapter 6 of this regulation.

c. Service needed for all telecommunications (State and Federal) will be referred to the J6 Directorate of Information Management (NGMD-JFQ-IM), 410-702-9600, or the State Director of Information Technology (MMD-IT), 410-234-3815, as appropriate. Only the offices of the DOIM and MMD-IT are authorized to contact and contract with telecommunications companies. All other matters concerning telecommunications are covered under Maryland Military Department Regulation 5-14.

#### **5-12. Wireless telephones Service**

See Maryland Military Department Regulation 5-20 paragraph 7.

#### **5-13. Facility Maintenance Equipment Authorizations**

As a minimum, the equipment identified in Annex E (Facility Maintenance Equipment Authorizations) will be stored at each facility.

#### **5-14. Energy Conservation**

In addition to the energy conservation measures mentioned elsewhere in this regulation, RC/Facility Managers will follow the guidelines in The Adjutant General's policy letter, Subject: Energy Conservation, dated 1 October 2002. The Military Department Energy Manager may be contacted at 410-576-6142, for assistance in improving facility energy conservation measures.

#### **5-15. Network Infrastructure**

a. All wired and wireless LAN connections are for official use only.

b. Network instruments provided in RC's and facilities are the property of the Military Department and will be accounted for in accordance with Chapter 6 of this regulation.

c. Service needed for all network equipment (State and Federal) will be referred to the J6 Directorate of Information Management (NGMD-JFQ-IM), 410-702-9600, or the State Director of Information Technology (MMD-IT), 410-234-3815, as appropriate. Only the offices of the DOIM and MMD-IT are authorized to contact and contract with telecommunications companies. All other matters concerning networking equipment are covered under Maryland Military Department Regulation 5-14.

### **Chapter 6**

#### **Accountability of State Property**

## **6-1. General**

To ensure effective management and control of State property, responsibility is delegated to the Military Department Property Manager and custodial responsibility is delegated to the RC/Facility Manager. The RC/Facility Manager is considered the Accountable representative at each location. The duties of the RC/Facility Manager are:

- a. Assume custody of all State property under their jurisdiction.
- b. Conduct physical inventories when directed by the Military Department Property Manager.
- c. Sign all requests and receipts for equipment and facility property.
- d. Ensure that equipment is properly tagged and identified.
- e. Inform all employees that they are personally responsible for the use and maintenance of State property in their custody or under their control and for reporting losses to the Military Department Property Manager promptly.
- f. Require employees to sign for property assigned to them on hand receipts for the conduct of official business.
- g. Ensure that NO State property is taken to Annual Training or considered in unit mobilization plan to accompany the unit on Federal active duty. No equipment will be taken home.

## **6-2. Inventory Control**

- a. Each RC/Facility Manager is vested with the responsibility of maintaining control of all State property within his/her organization, regardless of its value.
- b. All RC/Facility Managers may be provided a computer printout of all State property charged to their inventory account, which includes item description, vendor, acquisition cost and date, serial number if applicable and State Property Tag Number. This print-out is available through the Military Department Property Control Manager, 410-234-3811.

## **6-3. Physical Inventories**

- a. The Military Department Property Manager and the RC/Facility Manager will conduct a complete physical inventory at least annually.
- b. Change of Facility Manager. When a change of RC/Facility Managers occurs, the State Property Manager will be notified by the departing RC/Facility Manager.

(1) A change of custodial inventory will take place between the present and newly assigned RC/Facility Manager. The State Property Manager will coordinate a date acceptable to both RC/Facility Managers to conduct the inventory. If there are any discrepancies or shortages, the Armory/Facility Manager will contact the State Property Manager to resolve the discrepancy or shortage.

(2) Upon completion of the inventory, an updated computer property listing will be provided to the newly appointed RC/Facility Manager. The listing will be provided in two (2) copies, the original will be signed by the newly appointed manager and returned to the State Property Manager, MDNG-AG-CP, Room 5, Fifth Regiment Armory, Baltimore, MD 21201-2288, NLT five working days after the inventory. The newly appointed manager will retain the second copy for his/her records.

## **6-4. Disposition of Unserviceable Property**

Equipment that is considered to be unserviceable and uneconomically repairable will be reported through State Facilities Management Office, 410-576-6074, to the Military Department Property Manager using the Excess Property Declaration Form (see Fig 6-1 and 6-2) forwarded along with State Requisition Form (see Fig 6-3) for replacement of like equipment. Property unserviceable due to safety must be tagged unsafe for use and

taken out of service. RC/Facility Manager will be notified of disposition of equipment. NO State property is to be disposed of without the approval of the State Property Manager.

#### **6-5. Disposition of Serviceable Excess Property**

Serviceable equipment that is no longer needed by a RC/Facility Manager will be reported through the State Facilities Management Office to the Military Department State Property Manager using the Excess Property Declaration Form (Figures 6-1 & 6-2). The State Facilities Management Office will reassign this equipment to another facility as necessary to support operations. The State Facilities Management Office will ensure that the Military Department State Property Manager is notified to update the state property record to reflect the new location/Facility Manager.

#### **6-6. Missing or Stolen State Property**

a. Only State property that is stolen or missing is subject to these procedures.  
b. These procedures do not apply to cash or other financial assets that are stolen or missing.

c. Definition:

(1) Missing Property. Property that has been reported missing as the result of an audit or inventory reconciliation and is more frequently associated with equipment in storage.

(2) Stolen Property. An item shall be presumed stolen by its sudden or conspicuous disappearance, regardless of whether or not there is evidence of theft or forced entry.

d. Security Measures.

(1) RC/Facility Managers will take every precaution that is practical or necessary to protect State property from being lost or stolen.

(2) Losses will be investigated to determine the cause and corrective action will be taken to protect State property against future losses.

(3) All property will be permanently marked/tagged to identify it as Military Department, State of Maryland property.

(4) Equipment serial numbers will be recorded since they are required when reporting equipment that is stolen or missing.

(5) Equipment in high-risk areas will be bolted or anchored securely in place.

(6) Employees will be held responsible for the safekeeping of assigned equipment.

#### **6-7. Procedures for Reporting Stolen State Property**

a. Stolen property, regardless of value, should be reported promptly to the local police department and the Directorate of Installations.

b. Local police automatically report stolen or missing items to the National Crime Information Center so that property, if recovered, may be returned to the Military Department.

c. Obtain a copy of the investigative report from local police.

d. To report the loss of any State Property, complete a Report of Missing or Stolen State Property Form (Figure 6-4).

e. Forward one copy of each of the Report of Missing or Stolen State Property and the police investigation report through the Installations Operations Manager to the Military Department State Property Manager, Room B-5, Fifth Regiment Armory, Baltimore, MD 21201-2288.

f. If state property was an electronic system that contained Personally Identifiable Information, or was connected to GuardNet XXI, the reporting unit must submit an SIR to the JOC and notify the G6.

### **6-8. Procedure for Reporting Missing State Property**

- a. Report any missing State Property if any of the following exist:
  - (1) If the loss is disclosed as a result of an audit or inventory reconciliation.
  - (2) Property disappearance is not sudden or conspicuous.
  - (3) There is no evidence of theft or forced entry.
- b. To report missing State Property, complete a report of Missing or Stolen Property Form (Figure 6-4).
- c. Forward one copy of the report through the State Facilities Management Office to the Military Department State Property Manager.

### **6-9. Missing or Stolen Personal Property**

- a. If personal belongings of an employee or other individual are lost or stolen on State property, the RC/Facility Manager will report the loss to Local Authority. The loss of private property will not be reported to the Military Department Property Manager.
- b. RC's/Facilities will maintain records of all stolen or missing property, including private property, regardless of value. Records will be reviewed periodically by the Military Department Property Manager for internal control purposes.

**FIGURE 6-1**  
**EXCESS PROPERTY DECLARATION**  
**TO BE PUBLISHED**

**FIGURE 6-2**  
**MILITARY DEPARTMENT STATE REQUISITIONS**  
MDSR-1 (2/1/96)

MILITARY DEPARTMENT STATE REQUISITION				
1. DATE: _____		No. _____		
2. FROM		3. SHIP TO		
4. _____				
<input type="checkbox"/> STOCK <input type="checkbox"/> PURCHASE ORDER <input type="checkbox"/> SUPPLY <input type="checkbox"/> OTHER _____				
6. REQUESTED BY		7. CHARGE TO		8. PURPOSE
9. PART #	10. QUANTITY	11. DESCRIPTION	12. UNIT PRICE	13. AMOUNT
14. REQUISITION APPROVAL		PURCHASING APPROVAL		RECEIVING SIGNATURE
DATE _____		DATE _____		DATE _____
NAME: _____		NAME: _____		NAME: _____
TITLE: _____		TITLE: _____		TITLE: _____
SIGNATURE: _____		SIGNATURE: _____		SIGNATURE: _____
<b>EACH REQUISITION MUST REFLECT THE FOLLOWING:</b> 1. Date. 2. Request Form. 3. Ship to. 4. Requisition For. 5. Phone #. 6. Requested By. 7. Charge to. 8. Purpose. 9. Part #. 10. Quantity. 11. Complete Description with Model Number(s) and Item Number(s). 12. Unit Price. 13. Amount. 14. Requisition Approval (signed by Armory Manager and/or Supervisor. 15. White, Canary and Pink Copy to forwarded to: Contracting & Procurement Office, 5th Regiment Armory, Room B5, Baltimore, Maryland 21201-2288 _____				

MDSR-1 (2/1/96)

Figure 6-2

**FIGURE 6-2**  
**MILITARY DEPARTMENT STATE REQUISITIONS**  
**REPORT OF MISSING OR STOLEN STATE PROPERTY**

<p align="center">REPORT OF MISSING OR STOLEN STATE PROPERTY State of Maryland Military Department Contracting &amp; Procurement Office Fifth Regiment Armory, Room B-5 Baltimore, Maryland 21201-2288 (410) 567-6102</p> <p>Control No. _____</p>	<p>INSTRUCTIONS 1. Forward in triplicate to: State of Maryland Military Department Contracting &amp; Procurement Office Fifth Regiment Armory, Room B-5 Baltimore, Maryland 21201-22888 (410) 576-6102 2. Attach Police Report for Stolen Property</p>																																																				
<p>Agency: _____</p> <p>Sub-Unit Code: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contract Person: _____</p> <p>Phone No: _____ Date: _____</p>	<p>Forwarded by: _____</p> <p>Signature _____ Date _____</p>																																																				
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Check One</th> <th rowspan="2" style="text-align: center;">Description</th> <th rowspan="2" style="text-align: center;">Purchase Date</th> <th rowspan="2" style="text-align: center;">Purchase Price</th> </tr> <tr> <th style="text-align: center;">Stolen</th> <th style="text-align: center;">Missing</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="3" style="text-align: right;"><b>TOTAL</b></td> <td> </td> <td> </td> </tr> </tbody> </table>		Check One		Description	Purchase Date	Purchase Price	Stolen	Missing																																									<b>TOTAL</b>				
Check One		Description	Purchase Date				Purchase Price																																														
Stolen	Missing																																																				
<b>TOTAL</b>																																																					
<p>1. FOR BOTH STOLEN AND MISSING STATE PROPERTY:</p> <p>a. Item(s) identified as State property with permanent type labeling or engraving:      <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>b. Item(s) bolted or secured in place with anchor pad or cable?      <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>c. Describe other security measure _____</p> <p>_____</p> <p>2. FOR MISSING PROPERTY ONLY:</p> <p>a. Date of loss was discovered _____</p> <p>b. Date of physical inventory _____ Date of previous inventory _____</p> <p>c. Explain how the loss might have occurred _____</p> <p>_____</p>																																																					
<p>DESCRIBE MEASURES TAKEN TO PREVENT FUTURE OCCURRENCE</p>	<p>FOR PROCUREMENT USE ONLY</p>																																																				

ARMORY/INSTALLATION USE AND OPERATING CHARGES  
DAILY RATES  
(Effective 1 July 2015)

**FACILITY USE FEES**

Category	Readiness Center/Installation	Rental Rate (per 4 hours)	Utilities Fee (Flat rate)
1	<b>Fifth Regiment</b>		
1	Drill Hall Floor	\$1,967.00	\$735.00
1	Exhibition Hall	\$983.00	\$343.00
1	Move in/out (Drill Hall)	\$983.00	\$408.00
1	Move in/out (Exhib Hall)	\$529.00	\$203.00
1	Dining Room w/o Kitchen	\$908.00	\$164.00
1	Dining Room w/ Kitchen	\$1,059.00	\$1.00
1	Officer's Club	\$152.00	\$49.00
1	NCO Club	\$152.00	\$49.00
1	Classroom	\$113.00	\$33.00
1	<b>PIKESVILLE (Cooper)</b>		
1	Drill Floor w/gun	\$1,059.00	\$327.00
1	Shed/Kitchen	\$1,210.00	\$366.00
1	Canteen	\$94.00	\$22.00
2	<b>Annapolis (Medford)</b>	\$642.00	\$212.00
	Kitchen	\$152.00	\$49.00
2	<b>Baltimore (Cade)</b>	\$605.00	\$212.00
	Club	\$152.00	\$49.00
	Kitchen	\$94.00	\$22.00
2	<b>Catonsville (White)</b>	\$642.00	\$212.00
2	<b>Cheltenham (Hoyer)</b>	\$605.00	\$212.00
2	<b>Dundalk (Grollman)</b>	\$605.00	\$212.00
2	<b>Ellicott City (Baker)</b>	\$605.00	\$212.00
2	<b>Frederick (Cresap)</b>	\$605.00	\$212.00
2	<b>Greenbelt (Kenly)</b>	\$605.00	\$212.00
2	<b>Laurel (Costin)</b>	\$605.00	\$212.00
2	<b>Parkville (Sherr)</b>	\$642.00	\$212.00
2	<b>Towson (Ruhl)</b>	\$642.00	\$212.00
	Classroom	\$113.00	\$33.00
2	<b>Westminster (Evans)</b>	\$605.00	\$212.00
2	<b>White Oak (Gelston)</b>	\$605.00	\$212.00
3	<b>Cumberland (Price)</b>	\$415.00	\$196.00
3	<b>EASTON (Smith)</b>	\$454.00	\$196.00
3	<b>Glen Arm (Purnell)</b>	\$415.00	\$196.00
3	<b>GlenBurnie(1stRegiment)</b>	\$454.00	\$196.00
3	<b>Hagerstown(Millholland)</b>	\$415.00	\$196.00
3	<b>Queen Anne (Gillespie)</b>	\$378.00	\$196.00

3	<b>Salisbury (Crockett)</b>	\$454.00	\$196.00
4	<b>Elkton (McCool)</b>	\$378.00	\$164.00
4	<b>Havre de Grace</b>	\$303.00	\$164.00
5	<b>Warfield ANG (Martin State Airport)</b>		
5	<b>Weide AASF (Baxter)</b>		
5	<b>Olney Military Reserv (Cole)</b>		
5	<b>Lauderick Creek</b>		
5	<b>Gunpowder Military Reservation</b>		
5	Dining Hall w/o Kitchen	\$303.00	\$40.00
5	Dining Hall w/ Kitchen	\$378.00	\$122.00
5	Classroom	\$113.00	\$33.00
5	<b>BG Baker Training Site</b>		
5	<b>Edgewood</b>		
5	<b>Camp Fretterd</b>		
5	Armory Drill Floor	\$454.00	\$196.00
5	Armory Classroom	\$113.00	\$30.00
5	29th Division Hall	\$244.00	\$92.00
5	Chapel ½ Day	\$169.00	\$34.00
5	Schaefer Classroom	\$119.00	\$30.00
5	Costin Dining Hall	\$407.00	\$122.00
5	Barrack Building (Per person/Per Building)	\$9.00	\$68.00
5	Sherman Individual Rooms (Per person/Per Building)	\$9.00	\$0.00
5	Chapel ½ Day	\$169.00	\$34.00
5	<b>Weinberg Center</b>		
	1 ½ Day (Hall Only)	\$1,250.00	\$270.00
	Full Day (Hall Only)	\$875.00	\$135.00
	½ Day (0-5 Hrs. Hall Only)	\$532.00	\$102.00
	Each Additional Hour	\$125.00	\$34.00
5	<b>Weinberg Center Guest Rooms</b>		
	Suite (with Hall)	\$63.00	\$14.00
	Regular (with Hall)	\$50.00	\$7.00
	Suite (without Hall)	\$113.00	\$14.00
	Regular (without Hall)	\$82.00	\$7.00

NOTES:

1. Armories or installations in Category 5, except as noted, will not be contracted for use except by special authorization from this Department. Above rates apply to daily uses of three hours or more during each day. Plans for use of Warfield Air National Guard facilities must be coordinated in advance with the Support Group Commander at (410) 918-6212 or (410) 918-6859.
2. Classrooms, Officer or NCO Clubs or Day Room Usage will be charged at a minimum daily rate of \$66.00 for Use and \$22.00 for utilities. If these facilities are used in conjunction with use of the kitchen, add \$55.00 to the daily utility fee. Charges for one-half day (less than four hours) usage of these facilities will be \$38.50 for Use and \$11.00 for utilities; add \$33.00 for half-day usage in conjunction with the use of the kitchen.
3. Rental of Forklift. The forklift use rate at the Fifth Regiment Armory or at Pikesville shall be \$33.00 per hour.
4. Drill Floor Air Conditioning. Add \$75.00/day at locations where air conditioning is used.
5. Weinberg Center/Chapel Use:
  - (a) Guestrooms will not be rented separately when hall is being used for other functions.
  - (b) Rental (commercial) rate for the Weinberg Center and Chapel is one-half for Guardsmen and MDNG Affiliate Association Members as determined by the CFMR Site Manager.
  - (c) Clean up and security fees additional. Security deposit may be required.
6. Partial Daily Uses:
  - (a) Move In/Move Out. Days an armory or installation is used which precede or follow the actual days of an affair will be charged at one-half of the prevailing daily rate for that use, and such use must appear in the Facility Use Agreement.
  - (b) Drill Floor usage for activities such as drill team practice, Jazzercise/Aerobic Dancing, etc., may be charged at an hourly rate equal to an eighth of the daily charge (use fee plus utilities), and rounded to the nearest whole dollar. (For reporting purposes, these fees will be split one-half for rent and one-half for utilities),
  - (c) Applications for waivers or other rate reductions not specified in the Annex will be referred to the Director of Installations, in writing, for a determination of appropriate charge to be applied.
  - (d) Use fees charge will be assessed at the Commercial rate to the Facility User unless the user qualifies as a Tax Exempt organization and provides to the Department through the Armory Manager a copy of the organization's Tax Exempt status letter as determined by the Internal Revenue Service (IRS) or a copy of the organization's latest or most recently filed IRS Form 990 (Federal Return of Organization Exempt From Income Tax).

A4

## ANNEX B



\_\_\_\_\_  
**(Armory)**

Date: \_\_\_\_\_

SUBJECT: Transmittal of Armory Facility Use Agreement/Remittance

RE: Agreement Number: \_\_\_\_\_

TO: Military Department  
State of Maryland  
ATTN: MDNG-AG-DFA  
Fifth Regiment Armory  
Baltimore, Maryland 21201-2288

1. Attached please find Certified Check/Money Order in the amount of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

from \_\_\_\_\_

covering (Deposit/Partial Payment/Balance) for use on \_\_\_\_\_

for the purpose of a/an \_\_\_\_\_

2. Original copy of the Facility Use Agreement (\$ \_\_\_\_\_) is enclosed/

was submitted on \_\_\_\_\_

\_\_\_\_\_  
Signature of Manager

**Figure 2**  
**B-2**

## **ANNEX C Work Order Request**

### **Instructions for Completing Work Order Requests**

1. General. All services provided by the Director of Installations must be recorded on a work order request. The database of record is the AiMs system. The AiMs Facility Users Guide is included at Appendix 1 (AiMs Facility Users Guide, under separate cover) to Annex C. A MDARNG Form 735-15 Figure 1 to Annex C can be used only on limited occasions. All readiness centers will use the AiMs system as the database of record for work order input. Manual or hard copy work orders are only authorized where the Readiness Center Manager or MMD Maintenance Mechanic does not have access to a computer. The completed work order request will be faxed to MMD-SFMO who will ensure the work order is input into AiMs, within 48 hours of receipt. Emergency repairs may be reported/requested by telephone, but in all instances, such requests/reports must be confirmed in writing by AiMs submission or MDANRG 735-15. See Figure 2 for the work order flow.
2. Instructions for the completion of MDARNG Form 735-15: (See Figure 1 of this Annex)

**DATE:** Date of Request

**CHECK BOX:** Check appropriate box. If checking "other", indicate is being requested.

**FACILITY LOCATION:** City (Example: Glen Burnie)

**FACILITY TYPE:** Indicate what type of building.

**BUILDING NUMBER:** If Applicable

**PAINTED NAME/TELEPHONE NUMBER:** Self-explanatory

**AREA:** Indicate interior, exterior, driveway, etc.

**LEVEL:** Self-explanatory

**ROOM NUMBER:** If applicable

**LOCATION:** Where in building or outside

**DEFICIENCY ENCOUNTERED:** Self-explanatory

**QUANTITY:** (Example: 8 ceiling tiles)

**RECOMMENDED CORRECTIVE ACTION:** Self-explanatory

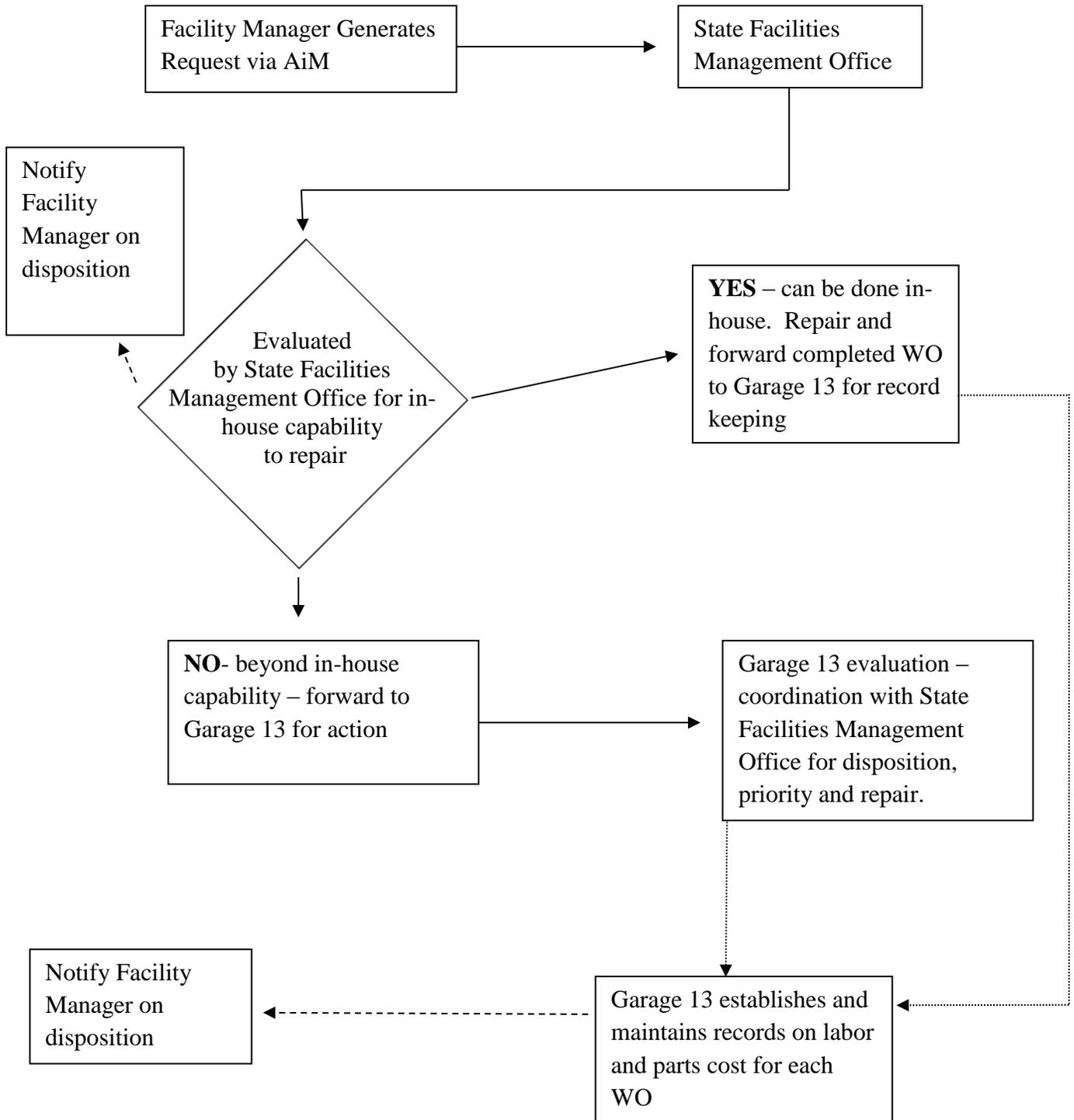
**DETAILED DESCRIPTION:** Provide any details/pertinent facts

**SIGNATURE:** Self-explanatory





**WORK ORDER FLOW:**



**Figure 2**

**C-4**

**Appendix 1 (Facility Managers Guide) to Annex C Work Orders**

**Published as MMD PAM 420-1.1**

**ANNEX D**  
**Example of an Emergency Action Plan**

\_\_\_\_\_ **Armory/Reservation**  
**EMERGENCY ACTION PLAN**

Date:

1. Purpose and Scope. The purpose and scope of this plan is to establish procedures for the safe and timely evacuation of personnel from \_\_\_\_\_ armory/reservation in the case of an emergency.
2. Type Evacuations. This plan is effective for all types of evacuations from the \_\_\_\_\_ armory/reservation to include, but not limited to:
  - a. Fire emergency
  - b. Explosion
  - c. Hazardous materials release emergency
  - d. Toxic fumes emergency
  - e. Natural Disaster
3. Emergency Evacuation Alarm System. The Emergency Evacuation Alarm System for the \_\_\_\_\_ armory/reservation is siren and horn activated by local alarm. Alarm boxes at the following locations in the armory/facility.
  - a. First floor, adjacent to the Men's room
  - b. Basement, adjacent to the Main exit
  - c. Second floor, adjacent to the Commander's office
  - d. Garage, adjacent to the Shop Chief's office
4. Initiating the Emergency Evacuation Alarm. Any individual discovering a fire or any life-threatening occurrence will immediately sound the emergency evacuation alarm.
5. Emergency Escape Procedures and Routes.
  - a. Procedures. Except for personnel designated in paragraph 6 below, all personnel, upon hearing the evacuation siren and horn, will immediately evacuate the armory and report to the assigned assembly area. Depending on where the individual is located in the armory at the time the alarm is sounded, the individual will follow the escape route as shown on the escape plan located in each working area.
  - b. Routes. Escape routes will be posted adjacent to doorways in work areas. Routes will be depicted on a floor plan sketch of that part of the armory/facility and will show the routes that will allow a person to vacate the building in a contrasting color (preferably in red). Where possible, two escape routes will be depicted for each work area. Individuals named below will be responsible for posting, maintenance, and update of escape route plans:
    - (1) Readiness: NCO - Primary
    - (2) Supply Technician - Alternate

6. Critical Operations/Duties.

- a. Military Records. Personnel working in the Orderly Room will ensure that all Military records (Files marked "Priority") are properly safeguarded.
- b. Electric and Gas Main Shut-off. The following personnel will ensure that the main electric supply switch (located in the basement on the North wall next to the exit) is turned off and the main gas valve (located next to the electrical panel and over the gas meter) is turned off.

- (1) Supply Sergeant - Primary
- (2) Readiness NCO - Alternate

7. Rescue and Medical Duties. Emergency First Aid will be administered in life-threatening situations only. Rescue of equipment will not be attempted if such an attempt has a reasonable chance of success and will not threaten the life of the rescuer(s).

8. Reporting Emergencies.

- a. Emergencies will be reported by telephoning 911. Give dispatcher the following information:

- (1) Location of Armory/Reservation/Facility.
- (2) Nature of Emergency
- (3) Status of Emergency (e.g., three bay garage consumed with flames, all personnel evacuated safely.....)

- a. Emergencies will be reported to the Military Department as soon as possible. Be prepared to provide information indicated in paragraph a above.

- b. Emergency Operations Center (EOC) Phone System. Call the phone number 410-517-3700 for the emergency operations center phone system

- (1) If manned, the SDO/SDNCO will take your information.
- (2) If unmanned, the system will dial the SDO/SDNCO on duty automatically.

9. Accounting for Armory Personnel. Upon emergency evacuation, armory personnel will assemble on the Northeast parking lot. Personnel will remain in this location until it is declared to be over or until released by component authority. The below named personnel will make a count of and account for all armory personnel.

- a. Readiness NCO - Primary
- b. Supply NCO - Alternate

10. Training.

- a. The Readiness NCO will review the contents of the plan with all personnel at the following items.

**D-2**

- (1) Upon initial implementation
- (2) Upon the publication of any change to the Plan
- (3) Upon the anniversary of the last change

b. The Readiness NCO will conduct an Emergency Action Plan Drill for all armory personnel at least annually. The type and magnitude of the drill will be at the discretion of the Training NCO.

11. Points of Contacts (POC's).

- a. Further information concerning emergency planning can be obtained from the SDO.
- b. Further information concerning this plan may be obtained from the Armory Manager

Manager: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**FOR THE COMMANDER:**

\_\_\_\_\_  
Signature of the Armory Manager

**D-3**

# ANNEX E

## Safety Equipment Allocation Listing

- A. CARETAKER, FACILITY WITH FORKLIFT
- B. CARETAKER, FACILITY WITHOUT FORKLIFT
- C. MECHANIC
- D. MECHANIC, ELECTRICAL
- E. GROUNDSKEEPER
- F. FACILITY WITH CHAIN SAW
- G. FACILITY WITHOUT CHAIN SAW

### INDIVIDUAL:

#### A:

HARD HAT  
HEARING PROTECTION  
GOGGLES  
FACE SHIELD  
SAFETY GLASSES  
GLOVES, LEATHER  
STEEL TOE FOOTWEAR

#### C:

HARD HAT  
HEARING PROTECTION  
GOGGLES  
SAFETY GLASSES  
GLOVES, LEATHER  
STEEL TOE FOOTWEAR

#### E:

HARD HAT  
HEARING PROTECTION  
SAFETY GLASSES  
FACE SHIELD  
GLOVES, LEATHER  
STEEL TOE FOOTWEAR

#### B:

HARD HAT  
HEARING PROTECTION  
GOGGLES  
FACE SHIELD  
GLOVES, LEATHER  
GLOVES, RUBBER  
SAFETY GLASSES

#### D:

HARD HAT  
HEARING PROTECTION  
GOGGLES  
GLOVES LEATHER  
GLOVES, RUBBER  
SAFETY GLASSES

### FACILITY:

**F:** FIRST AID KIT  
KEVLAR CHAPS (Used W/Chain Saw)  
EYE WASH STATION  
HEARING PROTECTION  
HARD HAT  
SAFETY GLASSES  
COMMUNICATIONS WITH FIELD

**G:** FIRST AID KIT  
HEARING PROTECTION  
EYE WASH STATION  
SAFETY GLASSES  
COMMUNICATION WITH FIELD

## ANNEX E

### STATE MAINTENANCE EQUIPMENT AUTHORIZED

<b>FACILITY</b>	<b>ACREAGE</b>	<b>STATE EQUIPMENT PACKAGE</b>
Annapolis	4	B
BG Baker Training Site (Aaron Straus)	48	B
Cade	1	B
Camp Fretterd	117	D
Catonsville	2	B
Cheltenham	6	B
Cumberland	2	B
Dundalk	4	B
Easton	9	C
Edgewood/AASF	88	F
Edgewood Armory	0	B
Edgewood WETS (Lauderick Creek)	161	G
Elkton	1	A
Ellicott City	3	B
Fifth Regiment	1	H
Fort Ritchie	4	B
Frederick	12	C
Glen Burnie	2	A
Greenbelt	1	B
Gunpowder	22	C
Hagerstown	4	G
Havre de Grace	48	D
La Plata	2	B
Laurel	2	B
Olney	7	G
Parkville	1	B
Pikesville	3	I
Purnell	1	B
Queen Anne	7	C
Ruhl	1	B
Salisbury	5	B
Westminster	8	C
White Oak	8	B

## ANNEX E

### State Maintenance Equipment Authorized Tables

- A -** 1ea Self-propelled Push Mower  
1ea Weed eater/edger, Gas  
1ea Hedge Trimmer, Gas  
2ea Floor Machine Buffer/Scrubber  
1ea Snow Blower  
1ea Garden Sprayer, Backpack  
1ea Vacuum Cleaner, Wet/Dry  
1ea Leaf Blower, Gas
- B -** 1ea Self-propelled Push Mower  
1ea Riding Mower  
1ea Weedeater/edger, Gas  
1ea Hedge Trimmer, Gas  
2ea Floor Machine, Buffer/Scrubber  
1ea Snow Blower  
1ea Garden Sprayer, Backpack  
1ea Vacuum Cleaner, Wet/Dry  
1ea Leaf Blower, Gas
- C -** 1ea Self-propelled Push Mower  
1ea Farm Tractor  
1ea Weedeater/edger, Gas  
1ea Hedge Trimmer, Gas  
2ea Floor Machine, Buffer/Scrubber  
1ea Snow Blower  
1ea Garden Sprayer, Backpack  
1ea Vacuum Cleaner, Wet/Dry  
1ea Leaf Blower, Gas
- D -** 2ea Self-propelled Push Mower  
2ea Farm Tractor  
2ea Riding Mower  
4ea Floor Machine, Buffer/Scrubber  
1ea Vacuum Cleaner, Wet/Dry  
5ea Vacuum Cleaner, Upright  
2ea Salt Spreader, Walk behind  
1ea Salt Spreader, Truck Mounted  
1ea Backhoe  
2ea Snow Blower  
2ea Snow Plow  
1ea Lawn Trailer  
4ea Weedeater/edger, Gas  
3ea Chainsaw, Gas  
2ea Hedge Trimmer, Gas  
2ea Garden Sprayer, Backpack  
2ea Leaf Blower, Gas
- E -** 1ea Riding Mower  
1ea Weedeater/edger, Gas  
1ea Salt Spreader, Walk Behind  
1ea Snow Blower  
1ea Snow Plow  
2ea Floor Machine, Buffer/Scrubber  
1ea Hedge Trimmer, Gas  
1ea Vacuum Cleaner, Wet/Dry  
2ea Garden Sprayer, Backpack  
1ea Floor Machine, Riding  
1ea Leaf Blower, Gas
- F -** 1ea Self-propelled Push Mower  
1ea Riding Mower  
1ea Weedeater/edger, Gas  
1ea Hedge Trimmer, Gas  
2ea Floor Machine, Buffer/Scrubber  
1ea Snow Blower  
1ea Snow Plow  
1ea Garden Sprayer, Backpack  
1ea Vacuum Cleaner, Wet/Dry  
1ea Leaf Blower, Gas
- G -** 1ea Self-propelled Push Mower  
1ea Farm Tractor  
1ea Weedeater/edger, Gas  
1ea Hedge Trimmer, Gas  
1ea Riding Mower  
2ea Floor Machine, Buffer/Scrubber  
1ea Vacuum Cleaner, Wet/Dry
- H -** 1ea Self-Propelled Push Mower  
1ea Self-Propelled Riding Scrubbing Machine  
1ea Weedeater/edger, Gas  
1ea Hedge Trimmer, Gas  
4ea Vacuum Cleaner, Upright  
2ea Vacuum Cleaner, Wet/Dry  
2ea Salt Spreader, Hand  
1ea Washing Machine  
1ea Dryer  
1ea Snow Blower  
1ea Snow Plow  
1ea Highreach Cherry Picker  
1se Scaffolding  
1ea Power Washer, Gas

## ANNEX E

### State Maintenance Equipment Authorized Tables

- I- 2ea Self-propelled Mower 5HP
- 1ea Riding Mower, 14HP
- 2ea Weedeater, Gas
- 1ea Hedge Trimmer, Gas
- 2ea Vacuum Cleaner, Wet/Dry
- 2ea Upright Vacuum Cleaner
- 1ea Floor Machine (walk behind battery operated)
- 2ea Floor Machine 19" Buffer/Scrubber
- 1ea Farm Tractor

## ANNEX F

### EXAMPLE OF A FIRE PREVENTION PLAN

\_\_\_\_\_Armory/Installation/Facility  
**FIRE PREVENTION PLAN**

\_\_\_\_\_DATE

1. Purpose and Scope. The purpose of this plan is to identify fire hazards, possible ignition sources, fire protection, and the storage and handling of flammable/combustible liquids and materials at the \_\_\_\_\_armory/facility/installation.
2. Fire Hazards.
  - a. Fuel Pumps.
    - (1) Potential ignition source: static electricity, open flames.
    - (2) Control Procedures:
      - (a) Static electricity – ground cable to be attached to a vehicle before dispensing operations begins
      - (b) Open Flames – Open flames (including smoking and welding) are to be prohibited within fifty feet of a MOGAS pump at all times.
      - (c) Fire Protection: One ten pound Class B fire extinguisher will be located with twenty feet of a MOGAS pump during all refueling operations
  - b. POL Building.
    - (1) Potential ignition source: Open Flames
    - (2) Control Procedures: Open flames (including smoking and welding) are to be prohibited within fifty feet of a POL Building
    - (3) Fire Protection: One ten-pound Class B fire extinguisher located on the North wall of the POL building.
3. Maintenance of Fire Protection Equipment.
  - a. The maintenance of fire protection equipment will be the responsibility of the Supply Sergeant.
  - b. Fire extinguishers and fire suppression systems will be inspected visually each month and the inspection noted on a tag attached to the equipment. The Supply Sergeant will insure that the equipment/systems are provided a maintenance service annually and the six year or twelve year overhaul is performed as required.
4. Control of Fuel Storage Hazards. The Supply Sergeant will be responsible for insuring that proper controls are in place for all operations that involve MOGAS, propane, and #2 Fuel oil.
5. Housekeeping. The Supply Sergeant will make a weekly inspection of all areas of the armory and motor park and will take immediate action to dispose of all trash, accumulated materials, and residue that constitute a fire hazard.

6. Training.

- a. The Supply Sergeant will review the contents of this plan with all new personnel within seventy days of their assignment to the armory.
- b. The Supply Sergeant will review the contents of this plan with all armory personnel on an annual basis or when a change to the plan is made.

7. Point of Contact. The point of contact for this data is the unit Supply Sergeant.

Telephone Number is \_\_\_\_\_.

**FOR THE COMMANDER:**

\_\_\_\_\_  
Signature of the Armory Manager

**(SPECIAL NOTE:** This plan, as portrayed above, is a sample only; and the assignments and responsibilities indicated are not Directive. Facilities adopting this form of plan must make assignments and must identify hazards in accordance with the actual personnel assigned to a particular facility and the actual structures located there. In any event, the Armory Manager has overall responsibility to see that a plan of this nature is in being.)

**ANNEX G**  
**Example of a "Facility Use Agreement"**

**FACILITY USE AGREEMENT**  
**NO.**

-----  
This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Military Department, State of Maryland (MMD) and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code \_\_\_\_\_ (the user) for the use of the \_\_\_\_\_ (facility) for the purpose of \_\_\_\_\_

1. WITNESSETH:

The MMD grants to the USER permission to use the space specified on the attached applications for the uses specified and such parts thereof as may be permitted by the MMD all of which is hereinafter referred to as Licensed Space, and which space shall be used by the USER on \_\_\_\_\_ 20\_\_\_\_. The permission herein granted includes reasonable access to the Licensed Space prior to and after the USER's use thereof for the purpose of delivering, installing or removing supplies, equipment and props subject however, to the right of the MMD to specify times and conditions appropriate to the MMD's continuing use of the Licensed Space. The event shall begin at \_\_\_\_\_ (time), and be vacated by attendees at \_\_\_\_\_ (time), but in no case later than 2 A.M. on the following day.

2. USER AGREES:

A. To pay the MMD for the use of the Licensed Space permitted the sum of \_\_\_\_\_ dollars plus any fees for services or additional items furnished by the facility at the request of the USER and indicated on the Rate Schedule attached to this agreement. A deposit of \_\_\_\_\_ dollars is to be made upon the return of the signed contract and the balance to be paid ten days before the date of the event. Payments are to be made by certified check or money order.

B. To pay all additional expenses associated with any police and /or security personnel that the MMD may require as a condition of the agreement. MMD security and/or police security agencies approved by the MMD will be used. For the purpose of this agreement such police and/or security personnel, exclusive of MMD security, shall be considered solely as employees of the USER, but will be under the control of the MMD.

C. To conduct no collections, raffles, games of chance or solicitations for funds, whether for charity or otherwise, without prior written consent of the MMD.

D. To conduct or permit no activities on or about the Licensed Space in violation of federal, state or local laws and to take appropriate action to enforce this provision.

E. To comply, at USER's expense, with all laws relating to public assembly facilities, public events and performances, user's intended use of facility and to the USER's Licensed Space, included but not limited to those imposing taxes and license fees. The USER warrants that all copyrighted or patented material, composition, work or device to be performed or used has been duly licensed or authorized by the copyright or patent owners or their representatives, and agrees to indemnify the MMD harmless from any and all claims, losses or expenses incurred with regard thereto.

F. The USER shall not sponsor permit or allow lewd or indecent activities, exhibits, portrayals, or performances in or about the licensed space.

G. To reimburse the MMD for any damage, harm or injury to the MMD's property in, or about the licensed space caused by any act or omission of the USER or his exhibitors, performers, employees, patrons, guests, invitees, suppliers or contractors in connection with or arising from the USER's use and occupancy of the licensed space, normal wear and tear excepted.

H. To defend, indemnify and hold the MMD harmless from all claims, suits, actions or liabilities growing out of injuries to persons, including death, or damage to property in or about the licensed space during the period in which the privileges herein are granted, or occurring in the course of or as a result of the event.

I. To obtain at the USER's own expense and keep in effect during the period in which the privileges herein are granted, a policy or policies of liability insurance, in which both the MMD and the USER are named as insured in the amounts of one million dollars (1,000,000.00) for bodily injury, including death, and for property damage, covering injuries to persons or damage to property in or about the licensed space or occurring in the course of or as a result of the exercise of the privileges granted herein. The certificate of insurance must identify contractual and products coverage in addition to owners, landlords, and tenant's coverage. At least ten days (10) prior to the USER's permitted use, the USER shall furnish the MMD a certificate of insurance evidencing the coverage required hereby. Should the USER fail to furnish the required certificate, the MMD shall cancel the use of the licensed space herein.

J. To conduct no sales of items or services of any kind on or about the licensed space, including, but not limited to, concessions, refreshments, printed programs or cloak room services without the prior consent in writing from the MMD. In addition, vending machines placed on the premises by the MMD for its employees and the members of the Maryland National Guard will remain in operation and in their location throughout the period of this agreement; and the USER agrees not to obstruct the availability of these services to the members of the MMD.

- K. To neither make nor permit the production of motion pictures, video tapes, recordings, or radio and television broadcasts, without the prior consent in writing from the MMD.
- L. To neither assign this agreement nor any privilege hereunder to any person, company or firm without the prior consent in writing from the MMD.
- M. To obtain written approval from the MMD for all services to be subcontracted.
- N. To neither disassemble, alter nor remove any item or fixture of the MMD in the licensed space or nail, screw, or tape anything to the premises except at those places and locations expressly provided or designated, without prior approval in writing from the MMD. All decorations must be fireproofed prior to installation.
- O. To remove or cause to be removed not later than the time specified as the end of the period contracted use all its property and equipment and that of its employees, performers, suppliers and contractors from the premises of the MMD, during such time period as may be permitted or specified by the MMD. Should the USER fail to remove his or her property and equipment, the MMD may consider the property to be abandoned and remove it from the premises or otherwise dispose of it as the MMD sees fit.
- P. To bring onto or about the premises no substance, material, equipment, or device which is likely to endanger life, cause bodily injury, or be in violation of any federal, state, or local law, or be anyway hazardous to persons or property.
- Q. To neither block nor obstruct in any manner whatsoever any exit way, passageway, corridor, fire alarm, or any fire related and emergency equipment on the premises. To not lock, bolt, obstruct or permit the same to any exit during the event in, or about the premises of the licensed space.
- R. To promptly notify the MMD in regard to any change in the format or character of the events(s) scheduled by the USER. It is further understood and agreed that any such substitution without approval by the MMD shall be considered a cancellation of the event.
- S. To take all reasonable steps to prevent or minimize any interference with MMD's activities.
- T. To maintain the licensed space and premises free from an accumulation of waste material and to ensure that all waste is deposited in containers at the USER's expense. The USER agrees to be responsible for the removal of all waste from the premises as a result of the USER's event.
- U. To place no advertising, directional, informational or other signs materials on adjacent public or MMD roadways or the MMD grounds, buildings without prior written consent from the MMD.
- V. To provide at the USER's expense, any necessary or additional electric, plumbing, staging, or other temporary improvement to the facility necessary for the agreed use.
- W. To comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with the USER's occupancy of the licensed space.
- X. To permit the free admittance, comings and goings, of the employees of the MMD and the MDNG, showing proper identification, so they may perform their official duties.

### 3. THE MARYLAND MILITARY DEPARTMENT (MMD):

- A. Reserves to the MMD the exclusive right to provide and sell refreshments, concessions, checking and similar items and services in connection with any event or performance conducted or presented in the licensed space.
- B. Reserves the right to eject any disruptive or objectionable person from the premises and to refuse admission to any person without any liability on the part of the MMD to the USER.
- C. Assumes no liability to USER for any mechanical or electrical failure, natural disaster, riot, bomb threat, disturbance or other circumstance or development of whatever kind that prevents, disrupts or frustrates USER's use of the licensed space, it being expressly understood that USER assumes the risk of any such failure, circumstance or development.
- D. Reserves the right to make and enforce all necessary or appropriate rules for the safe and efficient use of the licensed space and to enter upon the licensed space at any time without restriction, it being expressly understood that the facilities and the adjacent grounds shall be subject to the charge and control of the MMD at all times.
- E. Shall, in the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the MMD in connection with the USER's permitted use hereunder of the licensed space, act solely for the accommodation of the USER, its employees, suppliers, and contractors, and shall not be liable for any loss, damage, shortage or injury to such property.
- F. Reserves the right to approve all forms of advertising or publicity, including copy, when the MMD name or the facility name is used. The USER shall not imply, infer, or otherwise make reference to an endorsement of the MMD, MDNG or any component of the US Military.
- G. Reserves the right to require, at USER's expense, fire, and/or medical attendants and equipment in order to comply with and to enforce all federal, state and local laws, to include MMD policy.
- H. Reserves the right to demand payment by money order or cashier's check in ten (10) days advance. In the event the USER fails to provide payment on the dates requested by the MMD the event shall be cancelled, and the USER agrees that the MMD will be held harmless from any and all claims, losses and expenses incurred with regards to the cancellation.
- I. Reserves the right to approve all sound, staging, lighting, catering or any other service provided by the USER.
- J. The MMD reserves the right to cancel this contract at any time without notice to the USER for the convenience of the MMD and the MDNG.

4. In the event of any breach of the terms and conditions, the MMD shall cancel this agreement. Additionally should the MMD determine that the event may cause civil unrest, endanger the peace and order of the public or is contrary to the MMD's policies the agreement shall be terminated.
5. In the event the USER gives written notice of cancellation of the agreement which is received by the MMD ten or more days in advance of the USER's permitted use, hereunder, USER's liability, as liquidated damages, to the MMD, shall be the amount of any sum paid upon execution hereof.
6. In the event of cancellation by the USER less than ten (10) days before the USER's permitted use hereunder, or absent such cancellation, in the event the USER fails to present or complete any scheduled performance or event described in paragraph one (1) hereof, the USER shall be liable to the MMD for the sum provided in paragraph 2A hereof, and for all other payments provided hereunder for services or items supplied by the MMD. These services or items shall include but are not limited to, those specified in the rate schedule attached. In addition, the USER shall be liable to the MMD for the aggregate of any expenses paid or incurred by the MMD in anticipation of the USER's permitted use of the licensed space.
7. The rate schedule attached hereto and the application submitted by the USER, pursuant to which this permit herein set forth has been granted by the MMD, are made part hereof and incorporated herein by reference. No waiver of any provision hereof or any duty of the USER hereunder shall be effective as to the MMD unless in writing and signed by the MMD.
8. The provisions of this contract shall be governed by the laws of Maryland.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THE WITHIN AGREEMENT, THE DAY AND YEAR WRITTEN ABOVE:**

\_\_\_\_\_  
**USER-Authorized Agent**

\_\_\_\_\_  
**MMD Authorized Agent**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## ANNEX H

### Example of an "Armory Facility Use Application and Rate Schedule"

The following charges for services provided by the DEPARTMENT are made a part of the Facilities Use Agreement between the MILITARY DEPARTMENT and \_\_\_\_\_ identified in the Agreement as the User. The sums stated are payable by money order or cashier's check to The State Armory Fund, \_\_\_\_\_ Armory.

Administrative Fees	_____	(includes manager's representative costs)
Security Deposit	_____	(refundable)
Janitorial Service Fees	_____	(non-waiverable)
Chair Rental	_____	(includes set-up and removal)
Table Rental	_____	(includes set-up and removal)
Trash Container/Removal	_____	
Sound System	_____	
Security Police	_____	Number required _____
Stationary Engineer	_____	
Staging	_____	
Stage Lights	_____	
Linen Service	_____	
Glassware	_____	
Bartenders	_____	
Coat Room Attendants	_____	
Place tuning	_____	
Rest Room Attendants	_____	
Parking Lot Attendants	_____	
	Subtotal:	
Use Fee:	_____	(payable to Military Department)
Total:	\$ _____	

Contract Number \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

Phone: \_\_\_\_\_

**Figure 1  
H-1**

Person to Contact: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Dates requested: \_\_\_\_\_

1. It is understood that a deposit approximating ten percent of the total cost of the use applied for will be made upon acceptance of this application and the execution of the use agreement and that the total amount is due ten days prior to the move-in/use date.

A. The particular space desired is: \_\_\_\_\_

of the \_\_\_\_\_ Armory/Reservation.

B. I/we wish to start moving in \_\_\_\_\_ and will have all of our equipment and other possessions out of the facility not later than \_\_\_\_\_.

C. I/we request permission to conduct collections, solicitations or other fund raising activities during this event. (YES NO)

Approved: \_\_\_\_\_  
Facility Manager

D. I/we request permission to conduct sales, produce a program, operate a cloak room, or perform similar services of a revenue producing nature as a part of the use of the requested space. (YES NO)

Approved: \_\_\_\_\_  
Facility Manager

E. I/we request permission to make movies, or tapes, or recording during the event. (YES NO)

Approved: \_\_\_\_\_  
Facility Manager

F. I/we request permission to broadcast or telecast from the facility during the event. (YES NO)

Approved: \_\_\_\_\_  
Facility Manager

G. I/we expect to subcontract the following services to the persons/firm indicated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and request approval of these subcontractors to perform these services.

Approved: \_\_\_\_\_  
Facility Manager

**Figure 2**  
**H-2**

H. I/we request permission to place signs or other advertisement at the following locations on the DEPARTMENT's grounds or buildings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_  
Facility Manager

2. It is understood that liability insurance of the premises plus coverage for the Products and Contractual exposures with a minimum limit of \$1,000,000 combined single limit must be acquired and that a copy of the policy or a certificate of this insurance will be deposited with the armory manager at least ten days prior to the date of the event. This insurance will name The Adjutant General and the Military Department, State of Maryland, as an Additional Insured.

3. It is further understood that all payments made for the use of the requested space will be made by money order or cashier's check.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Figure 2 (Continued)**  
**FACILITY USE DISCLOSURE STATEMENT**

**I certify on behalf of myself, my agents, employees, servants, affiliates, and all other persons who will be participating in the event for which this facility is rented: That none of the above 1) advocates overthrow of the United States government or the government of the State of Maryland by unconstitutional or violent means; 2) is a member of any group which advocates, creates, or engages in illegal discrimination based on race, color, sex, religion, or national origin; 3) advocates illegal sexual acts; 4) advocates the use of or uses force or violence or unlawful means to deprive individuals of their rights under the laws of the United States, or any state, by unlawful means; 5) advocates racial, gender or ethnic hatred or intolerance; or 6) advocates use of illegal substances.**

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature, lessee)

(printed name, lessee)

\_\_\_\_\_

# ANNEX I

## Example of an Admissions Tax Form

<b>STATE OF</b> <b>COMPTROLLER OF THE TREASURY</b> <b>MARYLAND</b>		
<b>Compliance Division</b> 301 W. PRESTON ST., BALTIMORE, MD. 21201-2383 (301) 225-1542		<b>ADMISSIONS AND AMUSEMENT TAX NOTICE TO COMPTROLLER</b>
<p>The owner of any place where taxable admissions may be charged must provide the Comptroller with the information requested below.</p>		
<b>PERSON TO WHOM FACILITY IS RENTED</b>	<b>TELEPHONE NO.</b>	
<b>STREET ADDRESS, CITY, STATE &amp; ZIP</b>		
<b>TYPE OF EVENT &amp; NATURE OF ENTERTAINMENT</b>		
<b>TYPE OF FACILITY</b>	<b>DATE OF EVENT</b>	
<b>LESSOR</b>		
<b>STREET ADDRESS, CITY, STATE &amp; ZIP</b>		
ST 602 (Rev. 10/93) <span style="float: right;">COPY TO COMPLIANCE DIVISION</span>		



## ANNEX K

### Example of an IRS Determination Letter of Non-Profit

Internal Revenue Service

Department of the Treasury

Washington, D.C. 20034

Maryland National Guard  
Foundation, Inc.  
Fifth Regiment Armory, Room 3-4  
29<sup>th</sup> Division Street  
Baltimore, Maryland 21201-2288

Person to Contact: Mr. Orcine

Telephone Number: (202) 622-7981

Refer Reply to: CP:E:EO:T:3

Date:

Employer Identification Number:	82-1790637
Key District:	Baltimore
Accounting Period Ending:	December 31
Foundation Status Classification:	509(a)(1) and 170(b)(1)(A)(vi)
Form 990 Required:	Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(c)(3) of the Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in the sections shown above.

If your sources of support, or your purposes, character, or methods of operation change, please let your key district know as that office can consider the effect of the change on your exempt status and foundation status. In the case of an amended document or bylaws, please send a copy of the amended document or bylaws to your Key District. Also, you should inform your Key District Director of all changes in your name or address.

K-1

## **ANNEX L**

### **Political Activities**

1. Facilities: Except in the case of non-political contractual rental at an armory, commanders may not permit the use of facility by any candidate, present office holders or new office seekers, their staff members or campaign representatives, for political assemblies including meetings, press conferences, fund-raising or similar campaign/election-oriented activities.

## ANNEX M

### Example of a "Certificate of Insurance"

CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
<b>PRODUCER</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT END EXTEND OR AFTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY LETTER		<b>A</b>	
		COMPANY LETTER		<b>B</b>	
		COMPANY LETTER		<b>C</b>	
<b>INSURED</b>		COMPANY LETTER		<b>D</b>	
		COMPANY LETTER		<b>E</b>	
		COMPANY LETTER			
		COMPANY LETTER			
<b>COVERAGE'S</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM AND CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$
	AUTOMOTIVE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY _____				CSL \$ BODILY INJURY PER-PERSON \$ BODILY INJURY PER-ACCIDENT \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE - POLICY LIMIT) \$ (DISEASE - EACH EMPLOYEE)
	OTHER				
DESCRIPTION OF OPERATION S/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
<b>CERTIFICATE OF HOLDER</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE _____			

**M-1  
ANNEX N**

**FACILITY/INSTALLATION RENTAL INCENTIVE PROGRAM**

1. This program is designed to promote the rental of facilities within our communities by offering a monetary credit (not cash) based upon rental charges (excluding utility fees) collected during the State fiscal year (1 Jul – 30 Jun).

2. Since some armories are rented at a higher dollar rate than others, an equitable, yet motivating, percentage or rental has been calculated. The amount of credit to be allowed each armory or installation is:

Fifth Regiment	- 2%	Easton	- 10%
Pikesville	- 2%	Glen Burnie	- 10%
Annapolis	- 5%	Purnell	- 10%
Catonsville	- 5%	Hagerstown	- 10%
Dundalk	- 10%	LaPlata	- 10%
Ellicott City	- 5%	Westminster	- 10%
Frederick	- 5%	Parkville	- 5%
Greenbelt	- 5%	Elkton	- 15%
Salisbury	- 10%	Havre de Grace	- 15%
Ruhl	- 10%	Queen Anne	- 15%
White Oak	- 5%		
Winchester (Cade)	- 5%		
Cumberland	- 10%		
Camp Fretterd	- 5%		

*For example, if the Dundalk Readiness Center generated \$1,020 in rental fees, \$102.00 in credits would be received by the Readiness Center Manager.*

3. Effective date for implementation is 10 July 2015. Fees for any qualifying armory rental/use received after 10 July 2015 will be included in calculations for credits under this program.

4. The Finance Office will maintain an accounting of all rental funds received and, of those, the amounts to be earmarked under this program for credit to appropriate armories. The Program Manager of the Department's 12T99 Fund will be kept informed of credit balances on account for each armory.

5. The 12T99 Program Manager will notify armory managers of available credit balances quarterly. Armory Managers may accumulate their credits to support unit morale and welfare activities to purchase large dollar expenditures, for example, BBQ grilles, athletic equipment, pool tables, etc., or expend them quarterly for lesser dollar expenditures, for example, hot dogs for a unit party. However, all funds will be used by the end of the fiscal year; no "carryovers" of credit will be allowed.

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6. All requests from armory managers to expend their credits will be in letter format to the 12T99 Program Manager for approval. A State Requisition form is to accompany this letter. Upon approval, the 12T99 Program Manager will forward the requisition with a copy of the approval letter to the Contracting and Procurement Office for purchase order action. A copy of the purchase order will be provided to the 12T99 Program Manager to post the debit to the armory account and for notification to the armory manager.

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